

TERMS AND CONDITIONS OF SALE



As part of the consideration for any sales and purchases which may take place between FLORITE INTERNATIONAL INC (FLORITE) and the undersigned, it is expressly agreed that all sales, orders and shipments are non-cancellable/non-returnable (NCNR), and are subject to the terms and conditions stated on FLORITE invoices and/or those terms and conditions as follows:

1. **PAYMENT TERMS:** Net 30 days to credit approved accounts. Any overdue payments shall bear additional charges at a rate of 1.5% per month from the due date until paid, except in no event shall the interest charges exceed the highest amount permitted by law.
2. **FREIGHT:** All prices are Free On Board (FOB) Woodland Hills, California, USA, with a 10% of freight handling charge on all prepaid and add (PP&A) shipments.
3. **WARRANTY:** FLORITE warrants that the goods manufactured by FLORITE shall remain free from defects in workmanship or materials for a period of one year from the date the goods are shipped to Buyer; and that the goods, subject to customary industry tolerances, conform to the specifications and other descriptions which may be referred to on the face thereof.
4. **CLAIMS:** All claims for shortages, defective merchandise or invoicing errors must be reported to FLORITE within ten (10) days of receipt of goods. Claims for damaged or lost shipments must be made against the carrier.
5. **VENUE:** Venue shall be in the County of Los Angeles, State of California, the laws and decisions of the State of California shall govern all transactions taking place between FLORITE and Buyer.
6. **COLLECTION COSTS:** Should it become necessary for FLORITE to commence collection proceedings or retain an attorney to enforce any of the transactions which may arise between the parties pursuant hereto, the undersigned agrees to pay attorneys' fees and collection costs.
7. **INVOICE TERMS:** Applicant agrees to be bound by the foregoing terms and conditions of sale together with the complete terms and conditions of sale of FLORITE which Applicant acknowledges are contained on the invoices of FLORITE. Applicant certifies that the facts set forth in the above credit application are true and complete to the best of his knowledge.

Signature: _____ Date: _____

Name: _____ Title: _____
(type or print) (type or print)

CREDIT WILL NOT BE OFFERED WITHOUT SIGNATURE

PERSONAL GUARANTEE

I/We sign this credit application on behalf of Applicant, and as an individual(s) personally agree to be bound by all of the terms and conditions of sale set forth herein and contained in the invoices of FLORITE INTERNATIONAL INC. I/We guarantee payment of all present and future indebtedness of Applicant to FLORITE and waive all notices from FLORITE and waive the right to require FLORITE to proceed against Applicant. I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by any extension of time or by any other modification, substitution, settlement, or compromise granted to Applicant, or by any change in the legal form of ownership of Applicant. Liability under this Guaranty shall not be released or terminated by the failure of FLORITE to exercise diligence in enforcing its rights against Applicant. This is an absolute and continuing Guaranty.

Signature: _____ Date: _____

Name: _____ Title: _____
(type or print) (type or print)

02.04.16