



ProjectFlor Manufacturer's Warranty

BY ACCEPTING THIS ORDER ("ORDER"), CUSTOMER HEREBY AGREES THAT IT IS SUBJECT TO ALL OF THE "TERMS AND CONDITIONS" BELOW AND THAT THIS ORDER CONSTITUTES A CONTRACT BINDING UPON DAEJIN AMERICA, INC. ("COMPANY") AND CUSTOMER.

1. **LIMITED WARRANTY.** Company warrants that its ProjectFlor line of floor covering shall be free from defects in workmanship and material for a period of 10 years from the date of installation if installed for residential, non-commercial use only. If any floor coverings are defective in workmanship or material and covered by this Limited Warranty, Company shall, at its sole option, either refund the purchase price or supply, at its expense, such material as, in Company's sole judgment, is necessary to replace any defective floor covering. This Limited Warranty does not cover the cost of labor required to replace any flooring. This Limited Warranty is subject to the following conditions: (i) the floor covering must have been installed and maintained in accordance with Company's instructions in an area for which Company has specified as suitable for use; (ii) the defect must not have been caused by excessive moisture, extremes of temperature, chemical reaction, corrosion, or from any abuse or abnormal usage; (iii) any claim must be brought to Company's attention, in writing, within the stated period; and (iv) Company must be given the opportunity to inspect the installation and investigate the claim.

THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING SLIP RESISTANCE, FIRE RESISTANCE OR ANY OTHER SAFETY FACTORS NOT SET FORTH IN COMPANY'S SPECIFICATIONS) AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY COMPANY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

2. **LIMITATION OF REMEDIES.** The sole and exclusive remedy for any damage or loss in any way connected with Company's product, whether due to Company's negligence or breach of any other duty, shall, at the Company's sole option, consist of either (i) a refund of the purchase price or (ii) the delivery, at its expense, of such material as, in Company's sole judgment, is necessary to replace any defective floor covering. Company's liability shall in no event exceed that expressly set forth herein, irrespective of the basis for any other claim, including but not limited to claims for breach of contract, breach of warranty, negligence, strict liability or tort. Under no circumstances shall Company be liable for incidental or consequential damages. No employee, agent or distributor of Company or any other person is authorized to state or imply any additional warranties on behalf of the Company, or to assume for the Company any other liability in connection with any of its products, unless made in writing and signed by an officer of Company.
3. **GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.** This Order and any dispute, claim or controversy arising out of or related to the Company's products shall be governed by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions. Each of the parties consents to the jurisdiction of the courts of the Commonwealth of Virginia and the United States District Court for the Eastern District of Virginia in connection with any dispute, claim or controversy arising out of or related to the Company's products, this Order, or the interpretation hereof. The parties each knowingly, voluntarily and intentionally waive any and all rights that they may have to a trial by jury with respect to any dispute, claim or controversy arising out of or related to the Company's products, this Order, or the interpretation hereof.
4. **GENERAL.** This Order constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between the parties concerning the subject matter hereof. Company objects to, and shall not be bound by, any terms or conditions on Customer's purchase order or invoice which attempt to impose on Company any terms or conditions at variance with or materially different from Company's terms and conditions as set forth herein. The terms and conditions set forth herein are intended to be complete and exclusive of any additional terms and conditions and cannot be subsequently amended or modified, except in writing signed by an officer of Company. If any provision hereof is determined to be invalid or illegal by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain enforceable and in full force and effect.