

Terms & Conditions Please Read

"I", "my," and "me" mean each person who signs this Agreement as a buyer. "FCT" means Floors-Come-True, Inc. "

Floors Come True's Promises: Floors Come True promises to perform all work in a professional manner and within industry standards. Old flooring or other items that are being replaced will only be removed if that service is added to the scope of work. Problems and inquiries regarding this Agreement should be directed to FCT at 877-883-5667.

My Promises: I promise to FCT that (a) I will provide FCT and its designated contractors with reasonable access to my property and the area in which the work is to be performed, including access to electrical outlets; (b) unless otherwise agreed, I will be responsible for safely moving and reinstalling any breakable items, extra-heavy furniture such as pianos, stoves, pool tables, etc., and for disconnecting any electrical, gas or water appliances in the work area – all to ensure that FCT has proper and safe access to the work area; (c) If I am removing any existing flooring, I need to completely remove it at least 1 day before FCT does any work. If I have FCT remove any flooring, and if I have not contracted for material disposal, I will tell FCT where on my property to dispose of it. I understand that I should save any unused flooring to use for future unforeseen damage; and (d) If I ask FCT to leave old materials that are being replaced on my property, I understand that FCT will not be responsible for damage to those items, and that those items may not function after FCT has replaced them.

Warranties/Intended Use: I understand that I should read FCT 's written warranty, available on the FCT Website at www.floorscometrue.com/warranties, for complete details of my warranty coverage, and that the warranty is available for my complete review before I sign this Agreement. I understand that the warranty will not be effective or enforced while a balance due remains outstanding on this Agreement.

Late Cancellation/ Late Payment/Default: I understand that if this Agreement was signed in my home, I have 3 business days to cancel this Agreement, as described on the Notice of Right to Cancel. I understand that if I want to cancel this Agreement after those 3 days, FCT does not have to allow that. If FCT does allow the cancellation, I agree to pay FCT a late cancellation fee of 15% of the Agreement's purchase price. However, if I have placed a special order with FCT, FCT will have incurred extra costs in preparing and beginning processing of such special order. Therefore, I understand that if I want to cancel a special order after those 3 days, and FCT does agree to cancel the special order, I will have to pay to FCT a special order late cancellation fee of 33% of the Agreement's purchase price for special order carpet/flooring. I also agree that if I do not pay FCT any of the money owed when it is due, I can be charged a late fee of 1.5% on the amount owed for each month the money is owed and not paid. I also agree that if my payment is returned unpaid by my financial institution, I authorize the electronic debit or use of a bank draft drawn from my account in the amount of the payment plus a service charge of \$35. I also agree that if I fail to pay pursuant to this Agreement, that I will pay all attorney fees, court and collection costs.

Delay/Unknown Conditions: I understand that if FCT determines within 30 days of the date of this Agreement that FCT cannot perform the work according to FCT's normal professional standards, then FCT can cancel this Agreement, notify me in writing (or by email if applicable) of the cancellation, and return my money. I understand that some of the things that could cause FCT to cancel this Agreement would be incorrect pricing, unforeseen structural defects, or unknown preexisting conditions to my property. I understand that FCT is not responsible for structural or other defects in my property, and that FCT 's products do not cure those types of problems. I also understand that the work could be delayed by events that FCT does not control, and that is acceptable to me. Some of the things that may cause the work to be delayed include Acts of God, labor strikes, inclement weather, material shortages, my inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the work.

Permission to Photograph: I grant FCT (i) permission to take and have taken before and after photos of my property ("Photos"); and (ii) the worldwide, perpetual and irrevocable right to reproduce, publish, display, exploit, edit, sublicense, assign and otherwise use Photos without the restriction in all media for any purpose. I represent that I have the necessary authority to grant these rights without consent from others and will indemnify and hold harmless FCT from any claims related to its use of Photos, including but not limited to attorney fees.

No Set-Offs or Retentions: I agree that when the work is "substantially complete", I will pay FCT the balance due on the purchase price. I understand that "substantially complete" means the work has been materially finished, functional as intended, and a final inspection, permit, or occupancy certificate, if required, has been obtained. I agree that once I have paid the entire purchase price, if I believe any of the work performed by FCT is defective, FCT will inspect the work and will perform any service I am entitled to under this Agreement and/or warranty.

Acclimation: All hardwood products are affected by environmental conditions. Hardwood flooring may change in dimension as a result of changes in humidity in the surrounding environment. We recommend new flooring be acclimated to normal lived-in conditions in the area(s) where it is to be installed. Improper acclimation can result in excessive shrinkage, expansion, dimensional distortion, or damage. Hardwood flooring will perform best when the interior environment is controlled to stay within a relative humidity range of 30 to 50 percent and a temperature range of 60° to 80° Fahrenheit. Garages, basements and exterior porches are not acceptable areas to store and acclimate hardwood flooring. If FCT delivers hardwood flooring to your home in advance of installation to allow the hardwood flooring to acclimate, you agree to allow for this, you agree to not disturb or alter the placement of the hardwood flooring without first contacting FCT and FCT so agreeing in writing, and you agree and understand that you shall be responsible for any damage to the hardwood flooring while in your home.

Payment Terms: I agree and understand that, unless otherwise agreed, I will pay FCT the balance due on any purchased product at the time FCT begins installation of that product. I agree and understand that if I purchase more than one product from FCT, I will pay the balance due on each product at the time FCT begins installation of each product.

Assignment: I agree that FCT can assign its rights and responsibilities under this Agreement to other companies, but that my rights will not be affected if FCT does this. I understand that installation of FCT's products are installed by qualified and experienced independent contractors that are not employees or agents of FCT. FCT does not direct the manor or method of the installation of the flooring.

Interpretation of this Agreement: I agree that this Agreement will be enforced under the laws of the state of Illinois. I agree that venue for any legal action regarding this contract shall be Will County, Illinois. If any part of this Agreement is determined to be invalid or illegal, then I agree that the rest of this Agreement will still be valid and enforceable. We both understand that this Agreement and any attachments make up the entire understanding between us about the work FCT is doing. There are no other oral or written agreements or representations on which we are relying. We both agree that any change to this Agreement must be in writing and signed by both of us. The paragraph headings contained in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement.

Condensation and Environmental Conditions: Condensation, which can form on or within walls or other surfaces (such as window panes), results from pre-existing conditions in a home and internal or external temperatures. Reducing the humidity in a home will often remedy any condensation problems. I agree that FCT is not responsible for condensation or existing or developing spore or mold growth, which can be the result of condensation. There is conflicting evidence as to whether or not the existence of accumulation of molds (of which there are many different types and varieties) can be harmful to humans. I agree to inspect all work areas prior to construction being performed to ensure that there is no mold or mildew present, and that if any such mold or mildew does exist, I will have it tested and cleaned up prior to FCT performing any services. I agree that FCT and its employees, authorized contractors, and subcontractors are not responsible for the identification, detection, abatement, encapsulation, disturbance, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of my home. New carpet, padding, and adhesives can emit compounds, which some people may be sensitive to or may find to have an unpleasant odor. Please ventilate any areas of new installation with fresh air for at least 48 hours before use, or until any noticeable odors dissipate. Persons with known sensitivities to such compounds or with allergies should consider avoiding the area of new installation for at least 24 hours after any noticeable odors have dissipated.

Liability of Floors Come True: I agree that the total liability of FCT under this agreement for breach of warranty, or for any other breach of this agreement or for any claim related to the services furnished by FCT under this agreement shall

in no event exceed the amount paid to FCT by me under this agreement. In no event shall FCT, or its agents be liable for special, incidental or consequential damages of any kind whatsoever, or for the loss of profits or revenue, or for the loss of use, or for actual losses or for the loss of progress of construction, whether resulting in any manner from the services furnished under this agreement. The foregoing limitation of damages and disclaimer of special, incidental and consequential damages shall apply to all causes of actions asserted against FCT pertaining to the performance or nonperformance of the services or of FCT other obligations under this agreement.

Indemnification: I agree to indemnify, and hold harmless Floors Come True against any and all claims, suits, settlements, actions, loss, damage, injuries, judgments arising from the sale and installation of said flooring.

Damages: I understand that FCT is not responsible for (a) damages due to strikes, fires, accidents, floods, governmental actions, or any other causes beyond FCT 's control; (b) lost profits or a reduction in the value of my property arising from a delay in FCT performing under this Agreement or a breach of this Agreement by FCT; or (c) unintentional damage to molding, landscaping, gas lines, electrical wiring, plumbing, telephone installations, or to interior walls, or my personal property.

I agree to complete the Certificate of Completion upon the installation of my flooring.

I represent that I have read, understand, and agree to the foregoing Terms and Conditions, and that I am not relying on any oral or written modifications or promises relative to these Terms & Conditions.