

## Terms and Conditions of Sale

- 1. Acceptance of Goods:** Acceptance of purchaser's orders is expressly conditioned on purchaser's acceptance of these Terms and Conditions ("these Terms"), and any contrary or additional terms on purchaser's forms are objected to unless Armstrong expressly agrees in writing to modify these Terms. In placing an order with Armstrong, the purchaser assents to these Terms stated herein notwithstanding any contrary terms in any purchase order issued by the purchaser. Purchaser agrees that if purchaser accepts the goods delivered hereunder, such acceptance satisfies all of the obligations of Armstrong and purchaser shall have no remedy against Armstrong whatsoever except that provided in the Limited Warranty and Remedy provisions below.
- 2. Payment Terms:** If a factory representative is purchaser, standard representative credit terms apply. If purchaser (other than an Armstrong representative) is billed directly by the factory, terms of payment to Armstrong are net 30 days unless otherwise agreed in writing by Armstrong. A carrying charge of 1-1/2% per month will be added on past due accounts. Such carrying charge shall accrue whether or not it is specifically assessed by invoice. Actions to collect accounts due may be brought in a court of competent jurisdiction in the country or territory of the Armstrong factory that issues the invoice for the goods. In any action to collect accounts, Armstrong shall be entitled to costs of collection, including attorney's fees.
- 3. Limited Warranty and Remedy:** Armstrong warrants to the original user of those products supplied by it and used in the service and in manner for which they are intended, that such products shall be free from defects in material and workmanship for a period of one (1) year from the date of installation, but no longer than 15 months from the date of shipment from the factory, (unless a Special Warranty Period applies). This warranty does not extend to any product that has been subject to misuse, neglect or alteration after shipment from the Armstrong factory. Except as many be expressly provided in a written agreement between Armstrong and the user, which is signed by both parties, Armstrong **DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

The sole and exclusive remedy with respect to the above limited warranty or with respect to the products or to defects or any condition or use of the products supplied by Armstrong, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability, or any other basis or theory, is limited to Armstrong's repair or replacement of the part or product, excluding any labor or any other cost to remove or install said part or product, or at Armstrong's option, to repayment of the purchase price. As a condition of enforcing any rights or remedies relation to Armstrong products, notice of any warranty or other claim

relating to the products must be given in writing to Armstrong: (i) within 30 days of last day of the applicable warranty period, or (ii) within 30 days of the date of the manifestation of the condition or occurrence giving rise to the claim, whichever is earlier. **IN NO EVENT SHALL ARMSTRONG BE LIABLE FOR DIRECT OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR PROFITS OR INTERRUPTION OF BUSINESS.** The Limited Warranty and Remedy provisions herein apply notwithstanding any contrary terms in any purchase order or form submitted or issued by any user, purchaser or third party and all such contrary terms shall be deemed rejected by Armstrong.

Some Armstrong products carry a longer warranty period. See your local Armstrong sales representative for those that apply.

- 4. Cancellation of Orders:** Cancellation of any accepted order may be made only with the consent of Armstrong. Orders for finished standard catalog items, if cancelled by the purchaser, may be subject to a restocking charge. Finished and in-process special non-catalog items will be billed to the total extent of labor and material costs at the time of cancellation.
- 5. Delivery:** Specified delivery dates represent Armstrong's good faith estimate of delivery dates for orders. Delivery dates are not guaranteed unless such guaranty is made expressly in writing by Armstrong. Under no circumstances shall Armstrong be responsible for delays due to circumstances beyond its reasonable control including, without limitation, acts of God, fire, flood, embargo, and disruption of utilities or freight service, labor disruptions, unusually severe weather and other similar circumstances.