

1. The parties to this agreement are PURCHASER and SELLER. PURCHASER represents that he/she has the legal authority and right to enter into this contract and that he/she agrees to keep the property and improvements free from any obstructive or conflicting claims that would interfere with SELLER'S work or performance under this contract.

2. PURCHASER agrees to make all payments in accordance with the terms and conditions of this contract. PURCHASER further agrees that any payments not received by the SELLER within ten business days of the date specified in the contract will be subject to interest at the rate of 1.5% per month, or at the then prevailing highest legal rate, until paid in full. And SELLER may take whatever action is necessary to collect the amount due and the PURCHASER shall be responsible for reasonable attorney's fees and costs of collection. PURCHASER also agrees that non payment of all or any part of the agreed amount will RENDER ALL SELLER'S WARRANTIES NULL AND VOID.

3. Both parties to this contract agree that in the event of a dispute, other than for nonpayment, over the terms and/or conditions of the contract or performance thereunder, the matter will be submitted for binding arbitration under the rules of the American Arbitration Association and that arbitration shall be the sole method of resolving any material disagreements. Both parties agree that they shall accept the findings of the arbitrator and shall be bound thereby. It is expressly agreed that the prevailing party shall be entitled to reasonable costs and attorneys fees.

4. All plans and specifications noted on the face of the contract are made an integral part of this agreement.

5. PURCHASER understands that any changes which are to be made to the agreed upon plans and specifications may result in additional costs for labor or material or both. PURCHASER agrees to pay such additional costs upon presentation of billing by SELLER.

6. Both parties agree NO modification to this contract shall be enforceable unless it is in writing and signed by both parties.

7. It is further understood and agreed that there are no other agreements between the parties, either written or oral regarding the subject matter of this contract and that this contract reflects the full and complete understanding between the parties.

8. The contract is an offer by PURCHASER to buy from the SELLER and must be accepted by the SELLER in order to become binding on the parties. SELLER reserves the right to discontinue work under the contract in the event of a significant change in PURCHASER'S credit rating, unless satisfactory credit arrangements are agreed upon subsequent to such change.

9. The agreed upon cost in the contract is, unless otherwise indicated, based upon doing the work during normal working hours. In the event that overtime is required by the PURCHASER, PURCHASER agrees to pay such additional costs as are usual and customary for overtime at SELLER'S current labor rates.

10. Under current law, this agreement may be cancelled unilaterally by PURCHASER by notifying SELLER in writing by registered mail or telegram by midnight of the third day following signing of the contract. If PURCHASER cancels the contract at any other time, he/she shall be responsible for any costs which may have accrued to SELLER. Further, no return of materials delivered to job site may be permitted without prior written approval of SELLER.

11. All prices that are based on plans or measurements provided by PURCHASER are subject to increase in the event of any inaccuracies therein.

12. FORCE MAJEURE: Delay caused by floods, strikes, labor disputes, accidents, acts of God or other causes beyond the reasonable control of the SELLER shall excuse or extend the time for performance of the contract. PURCHASER has provided for such property damage insurance as he/she feels adequate.

13. PURCHASER agrees to have all work areas broom clean and ready for the floor layers and/or finishers when they arrive. PURCHASER also agrees to have 220 volt, 30 amp power available within 100 feet of the work area via standard electrical outlets.

14. PURCHASER'S responsibility includes the removal of all furniture fixtures and appliances so that the SELLER shall have clear access to the work area. Unless specified, this contract does not include sub-floor preparation.

15. PURCHASER is responsible for providing proper temperature and humidity conditions at the job site. PURCHASER is aware that wood products can be adversely affected by too little or too much humidity, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions.

16. PURCHASER accepts responsibility for materials delivered to job site in good order by SELLER or his suppliers and agrees to provide protection against theft and damage from the elements.

17. SELLER agrees to furnish the materials specified in the contract and to complete all work called for in a professional and workmanlike manner, according to standard practice in the industry.

18. MATERIAL WARRANTIES are solely those of the manufacturers of the materials specified. PURCHASER agrees to look solely to those manufacturers for all warranty claims. PURCHASER further agrees that SELLER shall not be responsible for any consequential damages arising as a result of the failure or misuse of any product.

19. PURCHASER is aware that job site temperature and moisture conditions may adversely affect wood products and therefor PURCHASER expressly agrees that SELLER shall not be responsible for any expansion, shrinkage, cupping, buckling or other reaction of wood to moisture, or dryness without regard to the size, grade or previous condition of the material. SELLER shall further not be held responsible for any type of insect infestation.

20. PURCHASER is aware that sanding of wood products will create fine dust in the air and PURCHASER has taken such precautions as he/she feels adequate to protect the surrounding area from dust. SELLER shall not be held responsible for any damage resulting from the dust nor shall SELLER be responsible to clean up such dust.

21. Wood is a product of nature. Color, markings, and characteristics of wood vary, and therefore, cannot be guaranteed as to uniformity. Quality of finish will depend on job site condition. Buyer waives any claims on basis of color, grain, shine, or grade of the wood.

The above paragraphs have been read and agreed to by all parties to this contract and shall be held an integral part thereof.