



Lions Floor Sales Policy

Effective from October 1st, 2021

This Sales Policy of Lions Investment & Trade, Inc. ("Lions Floor") applies to any future transactions with Lions Floor ("Policy"). This Policy is to help Lions Floor's business partners and vendors resolve various issues that may arise during their business with Lions Floor.

PLEASE READ THIS POLICY CAREFULLY BEFORE ORDERING ANY GOODS FROM LIONS FLOOR. YOU ACKNOWLEDGE THAT BY PLACING AN ORDER TO LIONS FLOOR AFTER THE EFFECTIVE DATE ABOVE, YOU ACNKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE TERMS IN THIS POLICY. IF YOU DO NOT AGREE TO ANY OF THE TERMS HEREIN, PLEASE DO NOT PLACE ANY ORDER.

General Information:

- The office hours are Monday to Friday from 8:00 am to 5:00 pm PST. Saturday available by appointment only.
- Will-Call hours are Monday to Friday from 8:00 am to 4:00 pm PST.
- For security purposes, Lions Floor will set up an internal account for each customer. You will be assigned a customer number. You may find your customer number on the upper right-hand corner of any of your invoices and start with the letter "C". This customer number is needed to retrieve any account information.

Price:

- We will provide you a price list of all products ("Price List"). Due to the market fluctuations, this Price List may be updated from time to time. You may contact your designated sales representatives for price inquiries. Price Lists will be emailed to the designated contact persons on your account.
- Prices on any orders are valid only after you receive an order confirmation from Lions Floor.
- Unless you provide a valid California resale certificate, you shall be responsible for all taxes and fees imposed upon any products you purchase from Lions Floor including without limitation sales tax.
- The sales tax is calculated based on the ship to or delivery address.

Orders:

- A valid order must include item number, color name, price, shipping or pick-up date, quantity, and delivery address.
- Orders may be placed through either one of the following methods:
 - 1) Email to your designated customer service representative;
 - 2) Fax to (562) 278-3168;
 - 3) Your designated sales representatives.
- Requests for modifications of a confirmed order must be submitted in writing before shipment or delivery date. Such requests may result in the delay of shipment.
- Orders may be cancelled any time before shipment.
- If the shipping date or pick-up date of an order is at least 10 business days after the order date, such order must be paid in full upon the receipt of order confirmation.



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- An order will not be accepted if the shipping date or pick-up date is 20 business days later than the order date.
- Back orders will be fulfilled on a first come first serve basis.
- Delivery dates on the back orders are only estimated and subject to change based on logistics.
- Clearance products must be picked-up or shipped within three business days upon the receipt of order confirmation. Sales of clearance products are final which cannot be returned or exchanged.

Deliveries:

- Generally, orders will be delivered on the same day as the shipping date if the delivery address is within 100 miles of Lions Floor's distribution center.
- If the delivery address is more than 100 miles from Lions Floor's distribution center, the delivery date on the order is only an estimated date.
- Deliveries may be subject to delays caused by logistic capacity or unforeseeable events.
- For commercial address deliveries within 50 miles of Lions Floor's distribution center, a \$50.00 flat fee will be charged for any delivery up to 10 pallets.
- For commercial address deliveries within 51 - 100 miles of Lions Floor's distribution center, an \$80.00 flat rate fee will be charged for any delivery up to 10 pallets.
- For commercial address deliveries, without a forklift present and available, an additional \$30.00 lifting and handling fee will be charged.
- For residential address deliveries within 100 miles of Lions Floor's distribution center, a \$150.00 flat rate fee will be charged for any delivery up to 8 pallets.
- The residential deliveries are only drop-off to accessible private property.
- For commercial and residential address deliveries beyond 100 miles of Lions Floor's distribution center, delivery fees will be subject to the quotation of third-party shippers.
- For each delivery, the driver will wait up to 15 minutes at the delivery address for the consignee to receive goods. If the consignee fails to accept the goods within 15 minutes upon the arrival, the delivery will be rescheduled. A delivery fee will be charged for each attempted delivery, regardless of whether the consignee receives goods or not.
- If an order is paid by cash-on-delivery, payments must be paid within 15 minutes upon the arrival of goods. Goods will only be released after full payment is received. Failure to make payment within 15 minutes upon the arrival will result in a reschedule of delivery. The original delivery charge will still apply.

Will-Call:

- Will-call hours are from Monday to Friday from 8:00 am to 4:00 pm PST at Lions Floor's distribution center in Santa Fe Springs, California.
- All will-calls must provide a sales order number, purchase order number, and the purchaser's identity for verification purposes.
- Pallets will only be provided upon request at the purchaser's cost.



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- At the time of pick-up, all pick-up personnel shall examine and inspect the goods. Any claims with regards to quantity or accuracy must be reported at the time of pick-up and all pick-up personnel shall sign an acknowledgement of receipt. Lions Floor will not accept any claims relating to quantity or item number after the goods leave its distribution center.
- Any change or adjustment to an order at the time of will-call must be submitted to Lions Floor in writing.

Payment:

- The following methods of payment are accepted:
 - Cash
 - Check (including scanned version)
 - Credit card
 - Wire transfer
 - Money order
- If a payment is made through a scanned check, it will be processed as ACH payment which may require a signed ACH authorization form.
- An additional 2.5% processing fee will be charged to any card payment.
- Returned checks or rejected ACH payments are subject to a \$35.00 charge.
- The default term for payments is pre-payment.
- Terms for payment may be extended at Lions Floor's discretion based on Coface's credit insurance approval.
- Amount of credit may be applied at Lions Floor's discretion based on Coface's credit insurance approval.
- Title of goods remains in the name of Lions Floor until full payment is made.
- Pending claims shall not delay or postpone payments due unless agreed in writing by Lions Floor.
- Accounts with past-due balances will be put on pre-payment terms and are required to clear the past-due balances within the current month.
- Accounts that are on hold will be put on pre-payment terms and are required to clear the oldest Aging Schedule Period per order placement.

Return Policy:

- All returns must be requested and processed through designated customer service representatives. A request for return form must be completed and submitted to Lions Floor for approval. Unless approved by Lions Floor, no products can be returned after delivery or pick-up.
- An appointment of return pick up may be scheduled based on availability of Lions Floor and is subject to the delivery fee listed above in the Delivery section of this Policy.
- Returned products are subject to an inspection by Lions Floor.
- Accounts will be credited for the returned materials in the amount of original purchase price and is available for future orders. Reimbursement requests are only eligible after 30 days of account inactivity.



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- All returned products must be in good condition. Damaged or open boxes will not be accepted. A maximum of two boxes can be opened per order for the purpose of inspection.
- A handling or restocking fee of 25% of the return credit will be applied to any approved returns if the return is made 30 days after the delivery of the products.
- Moldings are not returnable.
- Out of state returns shall be made at customers' own cost.

Installation:

- It is the responsibility of the contractor/installer and homeowner to determine the job site conditions, and subfloor are environmentally acceptable for the installation of Lions Floor products. Lions Floor shall not be responsible for personal or property damages resulting from improper installations.
- Any installations of Lions Floor products must be complied with Lions Floor's installation guidelines posted on the website: <https://www.lionsfloor.com/>

Warranty:

- For warranty information, please visit Lions Floor website: <https://www.lionsfloor.com/warrantyinfo>

Claims:

- Any claims of products must strictly follow Lions Floor's claim procedure available at: <https://www.lionsfloor.com/warrantyinfo>
- A pending claim shall not delay or postpone payments due unless agreed in writing by Lions Floor.
- In the event that a claim has been submitted to Lions Floor per Claim Procedure, Lions Floor will retain an inspector to inspect products at issue. If the inspection report concludes Lions Floor is without fault, the purchaser shall be responsible for the cost of such inspection.

Miscellaneous:

- **Time of Essence.** Time is of the essence in the performance of this Policy.
- **Entire Agreement.** This Policy, together with any attached schedules or addendums, constitute the entire agreement between Lions Floor and any of its vendors and business partners and supersedes all prior agreements or understandings with respect to the subject matters contained herein.
- **Waiver.** The failure of either party to enforce any provision of this Policy shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Policy.
- **Amendment.** This Policy may only be amended in a writing signed by Lions Floor and individual vendor or business partner.



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- **Severability.** If any part, provision, representation, or warranty of this Policy which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.
- **Force Majeure.** No Party shall be liable, in respect to any delay in the non-performance of any term or condition of this Policy directly or indirectly resulting from delays by Acts of God; acts of the public enemy; strikes; lockouts; riots; power failure; water shortage or adverse weather conditions; or other causes beyond the control of any party herein. In the event of any of the foregoing, the time for performance shall be equitably and immediately adjusted, and in no event shall any party be liable for any consequential or incidental damages from its performance or nonperformance of any term or condition of this Policy. The parties shall resume the completion of work under this Policy as soon as possible subsequent to any delay due to force majeure.
- **Governing Law and Jurisdiction.** This Policy becomes binding and enforceable at the time an order is voluntarily placed by any vendor or business partners of Lions Floor. This Policy shall be governed by and construed under the laws of the State of California without regard to any conflicts of law provisions and shall benefit and be binding upon the Parties and their respective successors and assigns. The courts within the County of Los Angeles shall have exclusive jurisdiction to adjudicate any dispute arising out of the validity or interpretation of this Agreement. Parties consent to personal and subject matter jurisdiction in such courts and waive the defense of forum *non conveniens*.
- **Attorney fees.** In the event of any dispute arising under this Policy, the prevailing party in any arbitration or lawsuit shall be entitled to recover costs and reasonable attorney fees from the non-prevailing party.

Lions Investment & Trading, Inc.