

**SALES CONTRACT**

**166-417843 9**

SOLICITATION NO. [REDACTED]		HOME PHONE [REDACTED]	BUS. PHONE [REDACTED]	DATE <b>1/28/99</b>
ADDRESS [REDACTED]		INSTAL CODE [REDACTED]	CONTRACT SALE <input type="checkbox"/>	CASH <input type="checkbox"/>
CITY [REDACTED]		STATE [REDACTED]	ZIP [REDACTED]	DEPOSIT AMOUNT <b>68.00</b>
DELIVERY ADDRESS [REDACTED]		NEAR [REDACTED]	ACCOUNT NO. [REDACTED]	SALES # <b>880</b>
EST. MEASURE DATE [REDACTED]		CHECK LIST # [REDACTED]	EST. DELIVERY DATE [REDACTED]	CUSTOMER'S SIGNATURE <b>(X) Edward G. Carter</b>
SALES # [REDACTED]				SALESPERSON <b>Tammy</b>
SALES # [REDACTED]				SALESPERSON #2 [REDACTED]

**WRITTEN ESTIMATE PRICES ARE SUBJECT TO MEASURE** **AMOUNT**

<p>207 Sq. FT installed w/ Just Looking                  wood grain color # 005                  w/ 390 pad (brownish)                  Area: whole trailer                  N.O.P. w to remove existing carpet unless                  glued down.                  Price subject to measure                  Est. Price \$ 271.00</p>	
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**Thank You** ...for your purchase from New York Carpet World. We are confident that your selection will be a source of pride and pleasure for you.

**A WORD ABOUT CARE AND MAINTENANCE**  
 For proper care of your carpet, we recommend the use of an upright, brush-type vacuum cleaner in proper working condition. Remember, dirt particles imbedded in the carpet fiber are the worst enemy of your carpet. Carpet care literature featuring soil and spot cleaning is available at New York Carpet World stores without charge.

**ASBESTOS CAUTION**

INSTALLATION CONTRACTORS WILL NOT KNOWINGLY REMOVE OLD TILE OR LINOLEUM THAT CONTAINS ASBESTOS. . . IT IS NOT POSSIBLE TO VISUALLY DETERMINE WHETHER FLOORCOVERING CONTAINS ASBESTOS. IN MOST CASES, OLD TILE AND LINOLEUM CAN BE COVERED OVER; IF YOU REQUEST OR PERMIT REMOVAL OF OLD TILE OR LINOLEUM, YOU DO SO AT YOUR OWN RISK. IF THE INSTALLER SUSPECTS DURING REMOVAL THAT THE OLD FLOORING MAY CONTAIN ASBESTOS, THE INSTALLER WILL IMMEDIATELY CEASE FURTHER WORK AND YOU WILL BE RESPONSIBLE TO ENGAGE ASBESTOS SPECIALISTS TO COMPLETE THE REMOVAL AND CLEAN-UP.

**IMPORTANT**  
 At your request, we can arrange for the installation of your floor covering by a professional independent contractor. Please plan to be home the entire day of installation as the installer cannot assure a specific arrival time.  
 This order is payment-on-delivery (P.O.D.) unless otherwise specified. Payment by check or by certified check must be made to the driver or installation contractor at the time of delivery and before installation (cash not recommended). If you plan to use VISA, MasterCard, or Discover Card, please call or visit the store before your scheduled date of installation.  
 Remnants held over 15 days without additional payment will be returned to stock. All remnant sales are final; No exchanges. . . No refunds.

Our materials come with manufacturer's warranties. Problems arising from underlayment not installed under this contract or arising from floor structure are not our responsibility and are not covered by the warranties.  
 Our policy is to charge a surcharge on installed orders.  
**NO SALES TAX IS COLLECTED ON INSTALLED ORDERS.**  
 This order is not effective until approved by management. **THIS SALE IS ADDITIONALLY SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE AND ON THE INSTALLATION CHECKLIST GIVEN TO THE BUYER AT TIME OF SALE, WHICH THE BUYER ACKNOWLEDGES READING AND AGREES TO BE BOUND BY ALL OF SAID TERMS AND CONDITIONS.**



## ADDITIONAL TERMS AND CONDITIONS

New York Carpet World ("Seller") is your retailer and neither installs nor manufactures floorcovering. If installation is part of the agreement, Seller will engage, on Buyer's behalf, an independent installation contractor ("installer"). The installer is not an agent of Seller and has no authority to speak or act on behalf of Seller. Installers warrant their work for one year. The warranty is applicable only to permanent installations and excludes take-down, loose lay, or form-fit installations, and also excludes problems arising from both underlayment not installed by them and deficiencies or movement in the substrate, all of which shall be Buyer's sole responsibility. Unless otherwise provided in this contract, Buyer is responsible for preparing the floor for installation before installer's arrival by removing all breakables.

Installation appointments are not a part of this contract, and are never guaranteed. Unless otherwise stated, waiting time for completion of installation is not of the essence. Delivery and/or installation of merchandise is subject to delays caused by accidents, unavailability of material or installers, transportation delays, discovery of defects in merchandise, and other causes beyond Seller's reasonable control.

Installers will exercise reasonable care in removing and reinstalling shoe molding, but Buyer will hold the installer harmless if such material is damaged during installation. Buyer is responsible for providing shoe molding for vinyl installation. If the contract includes moving appliances, the installer will not be responsible for plumbing leaks upon reconnection. Seller and the installation contractor shall be held harmless for scoring of baseboards due to knife cuts, since excess carpet must be cut to allow for tuck-in of carpeting on tackless installation. Stairs are only covered from wall to spindles. If railings are to be removed, this must be done by Buyer before the installer arrives.

Unless a special seam request is written on this contract, placing of all seams shall be left to the discretion of the installer. Patterns will be matched as closely as possible, but cannot be guaranteed.

Risk of loss or damage to the merchandise, from any cause, occurring after delivery to Buyer is assumed by Buyer, and no such loss or damage shall affect the rights of Seller under this contract. If Buyer defaults under this contract, then, whether or not suit is filed, Buyer shall pay to Seller all costs, including a fee for any returned check, mechanics lien costs, and reasonable attorneys' fees incurred. Any money that is not paid when due shall bear interest at the rate of 10% per annum.

Unless otherwise specified in writing by Seller, this contract is irrevocable and may not be terminated, either in whole or in part. Buyer acknowledges that administration, bookkeeping, merchandise preparation and other costs will be incurred by Seller immediately after preparation of this contract. If Buyer cancels an order before installation of floorcovering or receipt by Seller of specially ordered goods, then Buyer agrees to pay to Seller, as liquidated damages, a charge equal to 25% of the total price of the canceled order. Upon installation of floorcovering or receipt by Seller of special orders, Buyer will be responsible for payment of the entire purchase price.

Overpayments are reimbursed by check and mailed to the customer from our main office. No exceptions can be made. Additional deposits are required on layaways every thirty days.

The estimated price on the front of this contract will be adjusted after the actual measurements are verified. Buyer agrees that telephone confirmation of the final price shall be binding. Should a condition exist at the site of installation which was not known by Seller at time of price confirmation, the price may be increased or decreased to rectify the condition.

The amount of underlayment or padding is sold compatible to measurement of floorcovering. In some instances the amount of padding or underlayment supplied may be less. Seller has taken this variation into full account in establishing pricing. Installation charges are based on the amount of material needed and not on the installed amount.

Rugs are delivered only; Seller is not responsible for spreading or placing them into position. Rugs are sent unbound, unless otherwise specified.

Manufacturers are permitted to change backings. This will not affect quality. A 2% variance in carpet widths is within mill tolerances and is agreed to be acceptable.

Shading, shedding, fluffing or pile crushing are not manufacturing defects, but inherent characteristics of all pile fabrics. Missing tufts are not a defect. Claims of this type will be considered only on the basis of reinserting such missing tufts by re-burling without charge for labor or material. Claims for sprouting, high loops, flecks, oily ends, oily yarn, wool knots, cotton or jute slubs, burrs, tarry tufts, hard and slack twisted yarns, will be considered only on the basis of correcting these conditions. If they cannot be corrected, they may be classified as manufacturing defects.

Unless otherwise specified in writing by Seller, materials sold under this contract come only with those express warranties that are provided by the manufacturer. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.** Buyer's **SOLE AND EXCLUSIVE REMEDY** and measure of damages for nonconforming or defective floor covering, **IN LIEU OF ALL OTHER REMEDIES**, shall be limited to, as applicable, either **REPAIR OR EXCHANGE** with conforming merchandise. Unless otherwise specified by Seller in writing, Seller cannot warrant the length of wear or service of floor covering. The rights of Buyer under this contract are not transferable. If this purchase is for non-residential/commercial purposes, it is expressly agreed that Seller shall have no liability for any consequential damages.

Color match to samples may vary from dye lot to dye lot and Buyer agrees to accept color variances that fall within industry established ranges.

Any local fire authority approval required for floor covering must be obtained by Buyer. This contract and any invoice or COD card shall be subject to correction for clerical or mathematical errors, and Buyer agrees that such errors shall not constitute a waiver by Seller of the correct amount due for this purchase. Buyer expressly agrees that no endorsement or statement on any check shall be deemed an accord and satisfaction, and Seller shall accept such check on account without prejudice to Seller's right to recover the balance due. This contract contains the entire agreement of the parties and Buyer acknowledges that Seller has not made any representations or agreements that are not expressly contained herein. Seller will not be bound by any amendment hereto or waiver of any term unless such amendment or waiver is approved by Seller in writing.