

**General Terms of Purchase:**

- A. **These General Terms and Conditions:** (“Terms”) apply to all quotations, proposals, orders, and product sales between Base King, LLC and you, our customer (“Customer” or “You”). Any terms or conditions different from these Terms, including hand-written revisions, are neither effective nor enforceable, and are null and void. You must review manufacturer’s Safety Data Sheets (SDS) prior to submitting orders, and Installation Instructions prior to installation of any materials purchased from or through Base King, LLC. You are also responsible for compliance with applicable laws and rules for storage, use, handling, installation, or disposal of products.
- B. **Freight:** Customers are responsible for the direct set up of their freight. We will supply you with weight prior to pick up when your order is ready. Shipping quotes can be provided at the customer’s request. These quotes are provided as a customer service for bidding purposes only in most cases. We do not make any promises, nor guarantees on the shipping costs. Base King, LLC does not pay any shipping costs for the customer. However, in the event a Base King estimated quote is to be used, it must be paid for up front prior to shipping. If the quote is more than 14 days old a new quote will be requested. If there are any changes in freight cost the customer will be responsible. The customer is also responsible for giving us any special freight request like appointment needed or lift gate need prior to quoting.
- C. **Duty to Inspect; Quality Assurance:** Customer should possess necessary expertise in the flooring industry and practice. Upon delivery, and prior to installation, customer must conduct thorough product inspection to determine proper quality, quantity, and that the product ordered is the product received. The customer must also conduct thorough site inspection to determine satisfactory conditions (including proper site testing). Customer must promptly rectify unsuitable site conditions and notify Base King of any defective product or adverse site conditions (i.e. moisture and contaminants) (“Adverse Conditions”). Customer’s failure to notify Base King of product overage or product rejection based on defect within 72 hours of delivery constitutes a waiver of customer’s claims. Customer should not install any product that is or may be defective, or commence installation if product is unsuitable for any reason, or, if any Adverse Conditions exist. Customer must stop installation if any of the foregoing conditions are discovered after installation has commenced. In all such circumstances, customer must notify Base King in writing immediately. Base King may suspend further deliveries until Adverse Conditions are corrected.
- D. **Returns/Exchanges:** All EnviroSTIX™ System applications are considered special order products. Special order products are non-refundable and nonreturnable. Returns require an authorization from the President or VP of Base King. Returns will be approved on a case by case basis. Returns will only be approved upon failure to uphold our warranty or damaged goods. If approved, a credit will be applied to your account. (See the warranty for EnviroSTIX™ for further warranty information). TurboStix™/ TurboStix™Plus/ ES-2-Go rolls can be exchanged if it meets our manufacture defect warranty or stock exchange requirements. Please see your sales associate with questions.
- E. **Miscellaneous Provisions:** These Terms supersede all prior current written, oral, and/or implied agreements between the Customer and Base King. These terms are subject to change by Base King, LLC as needed. Base King makes no representations, warranties, or covenants other than as set forth in these Terms. If any provisions herein are determined by a court of competent jurisdiction to be invalid, the remainder of these Terms shall remain in effect.

**Cash Customers:**

1. Any customer that has not ordered in the past 12 months or has never purchased from Base King, LLC, is considered a new customer.
2. Cash Customers must pay 100% upfront prior to their order shipping on all purchases.
3. However, orders over 20,000 square feet require a 50% down payment due prior to production (manufacturing and/or application) with the remaining balance due prior to shipping.

**Account Customers:**

1. All current and active account customers are on the terms as follows: **2% discount in 2 days net 15 days.**
2. All orders that are **over 20,000 sqft** must pay a **50% deposit** upfront prior to production (manufacturing and/or application). The remaining balance will be due according to your terms.
3. Interest Charges of **18%** will be applied to orders that are paid past the **16<sup>th</sup> day** from the invoice date. These orders will be considered past due.
4. Orders that are more than **60 days** past due may be sent to collections. You are responsible for any legal charges incurred during the process of collecting your payment. In this case you will be considered a "Cash/CC Customer" for future orders and will be subject to the "Cash Customer" terms listed above.
5. If you choose to open an account, please submit a credit application and the blanket resale form (Resale form from Georgia Customers Only). Your orders must be paid for in full until we have heard back from all of your references and sent you an approval via email. Once your account is set up or reactivated, your new terms will be 2% in 2 days net 15 days. See your sales associate for details. (Account openings are limited)

**These Terms supersede all prior current written, oral, and/or implied agreements between the Customer and Base King. These terms are subject to change by Base King, LLC as needed.**

*Sincerely,*

**Base King Management  
137 Lower Dug Gap Rd. SW  
Dalton, Ga 30720  
706-278-2604**