

Seller agrees to sell and install the following goods, and Buyer agrees to purchase said goods upon the terms and conditions specified below.

TERMS: Deposits not returnable. Special order carpet not cancelable. Net cash on completion of job unless otherwise indicated above. 1 ½% per month carrying charge will be charged on past due accounts. **Cutting doors and moving waterbeds are buyer's responsibility.** Valley Remnants and Rolls, LLC, does not accept responsibility for damage after installation of floorcovering cause by, but not limited to, moisture, movement of furniture, appliances, cuts, indentions and items broken during installation and not reported within 24 hours. Estimates or bids void after 30 days.

Seller's obligations are subject to its management's approval.

1. Buyer acknowledges that to complete performance of this agreement Seller must order and receive the goods from a mill or other location. Immediately upon receipt of the goods from such mill or other location, Seller shall notify Buyer, Buyer shall then advise the Seller of the date of installation shall commence, which date shall be the date as agreed upon and noted in the agreement. Seller shall begin installation on that date or within ten (10) working days thereafter. Failure by Seller without lawful excuse to substantially commence work within twenty (20) days from said date is a violation of the Contractors License Law. Installation shall be substantially complete within the date noted on the contract.
2. Substantial commencement of work pursuant to this agreement occurs when Seller orders the goods from manufacturer or other entity or when Seller begins to install the goods if the goods are owned by Seller when this agreement is signed.
3. Buyer shall accept the goods when delivered and pay for them in accordance with the terms of this agreement. The parties agree that Seller shall have a purchase money security interest in the goods until full payment has been made.
4. Buyer shall pay for the goods upon Installation or upon delivery if Seller has not undertaken to install the goods.
5. The goods shall be deemed received by the Buyer when delivered to the place designated on the facing page of this agreement.
6. Risk of loss from any casualty to the goods regardless of the cause thereof shall be on Seller until the goods have been delivered.
7. Seller warrants that at the time of delivery the goods will be free from any security interest, lien or encumbrance, except the purchase money security Interest In favor of Seller.
8. Seller warrants that at the time of delivery there shall be no claim of title hostile to Seller's rights in the goods.
9. Buyer shall have the right to inspect the goods at the time and place of delivery, and within three (3) business days after such delivery. Buyer must give notice to Seller of any claim for damages on account of the condition, quality or grade of the goods, and must specify in detail the basis of such claim. Buyer's failure to comply with the terms of this paragraph shall constitute irrevocable acceptance of the goods.
10. Should Buyer fail to pay the full purchase price for the goods or otherwise breach the terms of this agreement, Seller may retake possession of the goods without legal process, and Buyer promises to cooperate with and assist Seller in reclaiming the goods, and Seller shall have all the rights and remedies prescribed in Divisions 2 and 9 of the California Commercial Code.
11. If the purchase price is to be paid in two or more installments, failure to make timely payment of any installment shall give Seller the right to immediately call due the entire unpaid balance of the purchase price.
12. Should litigation result over the interpretation, enforcement, performance or rescision of this agreement, the prevailing party in such litigation shall recover from the losing party all costs and expenses, including a reasonable attorney's fees.
13. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**
14. **NOTICE TO BUYER (OWNER OR TENANT): YOU HAVE THE RIGHT TO REQUIRE SELLER TO HAVE A PERFORMANCE AND PAYMENT BOND OR FUNDING CONTROL.**
15. Preliminary lien notice (California Civil Code Section 3097):
  - a. A description of the materials and service furnished or to be furnished, the name and address of the Seller furnishing such materials and services, the name of the Buyer who contracted for purchase of such materials and service and a description of the job site (the job location) are set forth on the facings page of this agreement.
  - b. **NOTICE TO PROPERTY OWNER**  
IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANIC'S LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OR ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A SIGNED RELEASE BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE WHICH IS APPROPRIATE UNDER THE CIRCUMSTANCES.
16. See attached language of notice required by California Business and Professions Code Section 7018.5.