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July 15, 2010

To All Nova Customers,

We are writing to clarify our claims policy and basic terms of sale. Please review this letter carefully.

1. Product claims must be made BEFORE installation. It is our responsibility to provide a well manufactured product but it is your responsibility to confirm this BEFORE installation. While industry standards allow for up to 5% of the total order to contain manufacturing or grade defects, all flooring must be inspected for quality of manufacture, grade, and moisture content prior to installation.

2. Please verify that Nova's Sales Acknowledgement and Invoice correspond in detail with your verbal or written purchase order.

3. Modification of the terms shown shall be ineffective unless signed in writing by Nova.

4. Typographical errors are subject to correction.

5. Amounts past due are subject to a service charge of 1-1/2% per month unless applicable laws require a lesser charge. In the event of default of payments when due, or any other dispute between parties, the buyer agrees to pay all costs associated with collection, court and attorney fees.

6. Claims for shortages, damaged material, or grade quality must be made in writing within 10 days of receipt of material. Digital photos should be taken immediately upon receipt to document the problem.

7. All moisture content claims must be made in writing within 3 days of receipt of material. Digital photos should be taken of moisture meter readings showing the problem.

8. All claims must include digital photos which document clearly the nature and extent of the claim problem. Digital cameras are a basic tool of our trade today. Clear documentation of any such problem that might yield a claim with digital photos is a simple matter. Nova requires basic photo documentation before it will engage in any discussion of claim inspection and/or resolution.

Please let us know if you have any questions.

Kind regards,

John McGlocklin