



TRADE PRICE  
LIST AND  
CONDITIONS  
OF SALE FOR  
MATERIAL  
SUPPLY ONLY

POLYFLOR CANADA  SUMMER 2023



**POLYFLOR CANADA INC**

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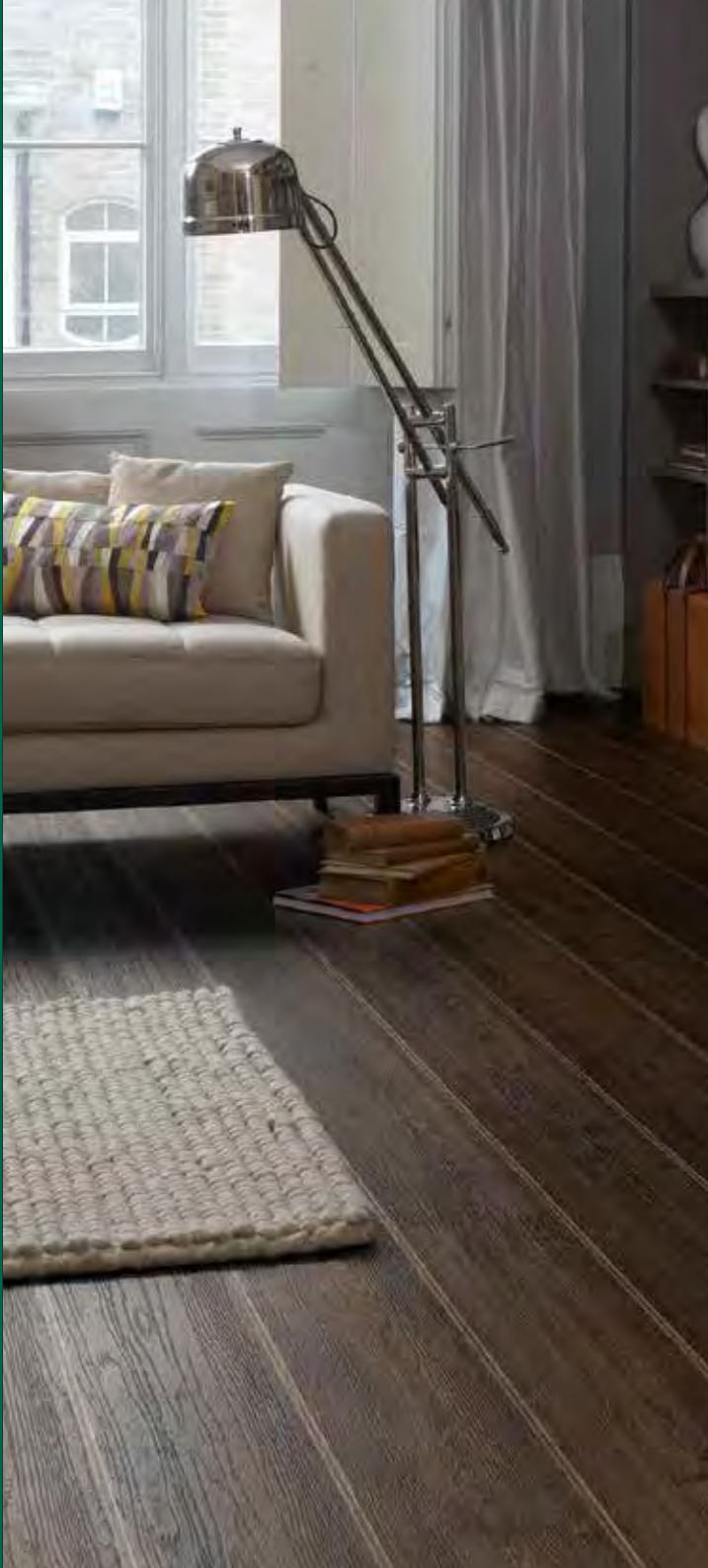
# CONTENTS

EXPONA PRODUCTS	6
POLYFLOR PRODUCTS	14
POLYSAFE PRODUCTS	27
KEY INFORMATION	29



**SAME OR NEXT DAY  
SHIPPING** (or collection)  
available on all product lines  
displaying the **QUICK SHIP**  
stopwatch.

PROJECT PRICING MAY BE  
APPLICABLE & VOLUME DISCOUNTS  
ARE AVAILABLE. PLEASE CONTACT  
YOUR LOCAL PRODUCT CONSULTANT  
FOR SPECIAL PRICING.



EXPONA®



ENCORE RIGID LOC I MOORLAND OAK 9033

# LUXURY VINYL TILES

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
 EXPONA DESIGN PUR — PLANK	0.70mm	3.0mm	5.39	6" x 36"	24	35.951
	0.70mm	3.0mm	5.39	7.25" x 60"	12	36.274
	0.70mm	3.0mm	5.39	8" x 48"	14	37.243
	0.70mm	3.0mm	5.39	8" x 60"	11	36.704
 EXPONA DESIGN PUR — TILE	0.70mm	3.0mm	5.39	12" x 24"	18	35.951
	0.70mm	3.0mm	5.39	12" x 36"	12	35.951
	0.70mm	3.0mm	5.39	18" x 36"	8	35.951
	0.70mm	3.0mm	5.39	24" x 24"	9	35.951
	0.70mm	3.0mm	5.39	24" x 48"	6	48.007
	0.70mm	3.0mm	5.39	36" x 36"	6	53.927
BORDERS & CORNERS		3.0mm	AVAILABLE TO SPECIAL ORDER			
GROUTING STRIP		2.5mm 3.0mm	64.99 PACK	0.196" x 36"	50	
MARQUETRY STRIP		2.5mm 3.0mm	64.99 PACK	0.196" x 36"	50	
FEATURE STRIP		2.5mm 3.0mm	64.99 PACK	0.196" x 39.37"	50	

All prices in Canadian Dollars and are exclusive of Sales Tax and delivery

## Key Features

Expona Design PUR is tested and approved for use area classification 23, 34, 43 (ISO 10874).

Authentically capturing the latest trends in wood, stone and abstract materials, the collections feature a polyurethane reinforcement (PUR) to provide low maintenance benefits and are suitable for use in commercial and residential locations.

# LUXURY VINYL TILES

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
EXPONA COMMERCIAL PUR – PLANK	0.55mm	2.5mm	4.39	4" x 36"	36	35.951
	0.55mm	2.5mm	4.39	6" x 36"	24	35.951
	0.55mm	2.5mm	4.39	6" x 48"	18	35.951
	0.55mm	2.5mm	4.39	7.244" x 48"	15	36.274
	0.55mm	2.5mm	4.39	7.25" x 60"	12	36.274
	0.55mm	2.5mm	4.39	8" x 60"	11	36.704
	0.55mm	2.5mm	4.39	DESIGNS 4067 AND 4068 ARE IN MIXED SIZES	36	38.965
EXPONA COMMERCIAL PUR – TILE	0.55mm	2.5mm	4.39	12" x 24"	18	35.951
	0.55mm	2.5mm	4.39	12" x 36"	12	35.951
	0.55mm	2.5mm	4.39	24" x 24"	16	35.951
	0.55mm	2.5mm	4.39	18" x 36"	9	35.951
	0.55mm	2.5mm	4.39	DESIGNS 5104 AND 5059 ARE IN MIXED SIZES	30	35.951
GROUTING & MARQUETRY STRIP		2.0mm 2.5mm	64.99 PACK	0.196" x 36"	50	
FEATURE STRIP		2.5mm	64.99 PACK	0.196" x 39.37"	50	

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Expona Commercial PUR is tested and approved for use area classification 23, 33, 42 (ISO 10874).

Authentically capturing the latest trends in wood, stone and abstract materials, the collections feature a polyurethane reinforcement (PUR) to provide low maintenance benefits and are suitable for use in commercial and residential locations.

# LUXURY VINYL TILES

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
EXPONA BEVEL LINE PUR – PLANK	0.55mm	2.5mm	4.39	3" x 36"	48	35.951
	0.55mm	2.5mm	4.39	4" x 36"	36	35.951
	0.55mm	2.5mm	4.39	6" x 36"	12	38.965
	0.55mm	2.5mm	4.39	7.25" x 48"	15	36.274
	0.55mm	2.5mm	4.39	8" x 48"	14	37.243
	0.55mm	2.5mm	4.39	DESIGNS 2815 AND 2816 ARE IN MIXED SIZES	36	38.965
EXPONA BEVEL LINE PUR – TILE	0.55mm	2.5mm	4.39	18" x 18"	16	35.951
	0.55mm	2.5mm	4.39	12" x 36"	12	35.951
	0.55mm	2.5mm	4.39	18" x 36"	8	35.951
GROUTING STRIP		2.0mm	64.99 PACK	0.196" x 35.984"	50	
MARQUETRY STRIP		2.0mm	64.99 PACK	0.196" x 35.984"	50	
FEATURE STRIP		2.0mm	64.99 PACK	0.196" x 39.370"	50	

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Expona Bevel Line PUR is tested and approved for use area classification 23, 33, 42 (ISO 10874).

Authentically capturing the latest trends in wood, stone and abstract materials, the collections feature a polyurethane reinforcement (PUR) to provide low maintenance benefits and are suitable for use in commercial and residential locations.

## LUXURY VINYL TILES – LOOSE LAY

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
 EXPONA SIMPLAY PUR – PLANK	0.70mm	5.0mm	7.39	7" x 48"	10	23.357
	0.70mm	5.0mm	7.39	7.283" x 59.25"	8	24.00
 EXPONA SIMPLAY PUR – TILE	0.70mm	5.0mm	7.39	7" x 48"	10	23.357
	0.70mm	5.0mm	7.39	12" x 24"	10	20.020
	0.70mm	5.0mm	7.39	23.622" x 23.622"	6	23.250
	0.70mm	5.0mm	7.39	36" x 36"	4	35.951

All prices in Canadian dollars and are exclusive of sales tax and delivery

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
 EXPONA ENCORE RIGID LOC PUR – PLANK	0.55mm	6.5mm	7.29	6.982" x 47.732"	10	23.142
	0.55mm	6.5mm	7.29	7.732" x 47.732"	9	23.034

All prices in Canadian dollars and are exclusive of sales tax and delivery

### Key Features

Expona SimpLay PUR is tested and approved for use area classification 23, 34, 43 (ISO 10874).

Expona Encore Rigid Loc PUR is tested and approved for use area classification 23, 34 (ISO 10874).

Loose lay commercial flooring that is adhesive free and suitable for installation over existing floorcoverings.

# LUXURY VINYL TILES – SLIP RESISTANT

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
EXPONA CONTROL PUR – PLANK	0.70mm	2.5mm	8.09	6" x 36"	24	35.951
EXPONA CONTROL PUR – TILE	0.70mm	2.5mm	8.09	12" x 24"	18	35.951
	0.70mm	2.5mm	8.09	18" x 18"	16	35.951
GROUTING STRIP		2.5mm	64.99 PACK	0.196" x 36"	50	
MARQUETRY STRIP		2.5mm	64.99 PACK	0.196" x 36"	50	
FEATURE STRIP		2.5mm	64.99 PACK	0.196" x 39.7"	50	

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Expona Control PUR is tested and approved for use area classification 23, 34, 43 (ISO 10874).

Luxury vinyl tile uniquely designed with the added benefit of sustainable slip resistance which replicate the beauty of natural materials.

High quality, cross-linked polyurethane reinforcement, UV cured to provide a low cost, polish-free maintenance regime for the lifetime of the flooring.

# HETEROGENEOUS FLOORING

Flexible Sheet Vinyl Floorcoverings In A Multi-Layer Construction

PRODUCT	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS	
EXPONA FLOW PUR		0.70mm	2.0mm	38.99	38.99	21.872	2.187

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Expona Flow PUR is tested and approved for use area classification 23, 34, 43 (ISO 10874).

Highly realistic wood, granite and stone designs in a choice of shades and textures.

High quality, cross-linked polyurethane reinforcement, UV cured to provide a low cost, polish-free maintenance regime for the lifetime of the flooring.





AFFINITY255 | RECLAIMED PINE 9883

## HOMOGENEOUS – NON-DIRECTIONAL

Flexible Vinyl Sheet and Tile Flooring With A Mono-Layer Construction



PRODUCT SHEET	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
PALETTONE PUR	2.0mm	2.0mm	34.99	34.99	21.872	2.187
PEARLAZZO PUR	2.0mm	2.0mm	33.99	33.99	21.872	2.187
PRESTIGE PUR	2.0mm	2.0mm	30.99	37.19	21.872	2.187
CLASSIC MYSTIQUE PUR	2.0mm	2.0mm	29.99	29.99	21.872	2.187
TILE	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
PALETTONE PUR	2.0mm	2.0mm	4.99	23.937" x 23.937"	14	55.649
CLASSIC MYSTIQUE PUR	2.0mm	2.0mm	4.49	11.81" x 11.81"	50	48.437
	2.0mm	2.0mm	4.49	23.937" x 23.937"	14	55.649

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

### Key Features

All products above are tested and approved for use area classification 23, 34, 43 (ISO 10874).

This category offers attractive, high-performance, heavy-duty homogeneous floor coverings.

High quality, cross-linked polyurethane reinforcement, UV cured to provide a low cost, polish-free maintenance regime for the lifetime of the flooring.

# HOMOGENEOUS – MARBLEIZED

Flexible Vinyl Sheet and Tile Flooring With A Mono-Layer Construction

PRODUCT SHEET	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
 2000 PUR	2.0mm	2.0mm	27.49	27.49	21.872	2.187 YDS
	2.5mm	2.5mm	32.99	39.59	16.404	2.187 YDS
 XL PU	1.5mm	1.5mm	18.99	22.79	30.074	2.187 YDS
	2.0mm	2.0mm	22.99	22.99	21.872	2.187 YDS
 STANDARD XL	1.5mm	1.5mm	16.99	20.39	30.074	2.187 YDS
	2.0mm	2.0mm	18.99	22.79	21.872	2.187 YDS
	2.5mm	2.5mm	32.99	39.59	16.404	2.187 YDS
	3.0mm	3.0mm	39.99	47.99	14.216	2.187 YDS
TILE	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
 2000 PUR	2.0mm	2.0mm	3.99	11.81" x 11.81"	50	48.437
	2.0mm	2.0mm	3.99	23.937" x 23.937"	14	55.649
	2.5mm	2.5mm	5.49	11.81" x 11.81"	40	38.749
 XL PU	2.0mm	2.0mm	2.99	11.81" x 11.81"	50	48.437
	2.0mm	2.0mm	2.99	23.937" x 23.937	14	55.649
 STANDARD XL	2.0mm	2.0mm	2.99	11.81" x 11.81"	50	48.437
	2.0mm	2.0mm	2.99	23.937" x 23.937"	14	55.649
	2.5mm	2.5mm	4.99	11.81" x 11.81"	40	38.749
	3.0mm	3.0mm	5.49	23.937" x 23.937"	33	31.968

\*\* Cut lengths ordered and supplied at quarter length intervals.

 Quickship for 2.0mm sheet only

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

2000 PUR is tested and approved for use area classification 23, 34, 43 (ISO 10874).

XL PU 2.0mm is tested and approved for use area classification 23, 34, 43 and XL PU 1.5mm 23, 32, 41 (ISO 10874).

Standard XL 1.5mm is tested and approved for use area classification 23, 32, 41. Standard XL 2.0mm 23, 34, 43.

Standard XL 2.5mm 23, 34, 43. Standard XL 3.0mm 23, 34, 43 (ISO 10874).

# HETEROGENEOUS FLOORING

Flexible Sheet Vinyl Floorcoverings In A Multi-Layer Construction

PRODUCT	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
FOREST FX PUR	0.70mm	2.0mm	34.99	34.99	21.872	2.187
BLOC PUR	0.70mm	2.0mm	39.99	47.99	21.872	2.187

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

# ACOUSTIC FLOORING

Heterogeneous Acoustic Products For Heavy Commercial Applications

PRODUCT	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
ACOUSTIX FOREST FX PUR	0.65mm	3.7mm	41.99	50.39	21.872	2.187
SILENTFLOR PUR	0.65mm	3.7mm	41.99	50.39	21.872	2.187
PRODUCT	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
ACOUSTIFOAM* FOAM BACKING SHEET		2.0mm	18.99	22.79	21.872	2.187

\* Acoustifoam suitable for Homogeneous & Heterogenous sheet vinyl only.

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Highly realistic wood, stone and solid colour designs in a choice of shades and textures.

Acoustix Forest FX PUR and Silentflor PUR provide high impact noise reduction of  $\geq 19$ dB. Acoustifoam, when combined with Homogeneous or Heterogeneous sheet vinyl flooring, provides  $\geq 18$ dB.

# LUXURY VINYL TILES

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
AFFINITY 255 PUR—PLANK	0.55mm	2.0mm	3.99	7.224" x 48"	15	36.274
MARQUETRY STRIP		2.0mm	64.99 PACK	0.118" x 36"	50	
FEATURE STRIP		2.0mm	64.99 PACK	0.196" x 39.37"	50	
PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
CAMARO PUR — PLANK	0.30mm	2.0mm	3.79	3" x 9"	192	35.951
	0.30mm	2.0mm	3.79	4" x 36"	36	35.951
	0.30mm	2.0mm	3.79	6" x 36"	24	35.951
	0.30mm	2.0mm	3.79	6" x 48"	18	35.951
	0.30mm	2.0mm	3.79	8" x 48"	14	37.243
	0.30mm	2.0mm	3.79	DESIGN 2247 IS IN MIXED SIZES	36	38.965
CAMARO PUR — TILE	0.30mm	2.0mm	3.79	6" x 24"	36	35.951
	0.30mm	2.0mm	3.79	12" x 12"	36	35.951
	0.30mm	2.0mm	3.79	12" x 24"	18	35.951
BORDERS & CORNERS		2.0mm	3.79	AVAILABLE TO SPECIAL ORDER		
FEATURE STRIP		2.0mm	64.99 PACK	0.196" x 39.37"	50	
MARQUETRY STRIP		2.0mm	64.99 PACK	0.118" x 36"	50	
GROUTING STRIP		2.0mm	64.99 PACK	0.118" x 36"	50	

All prices in Canadian dollars and are exclusive of sales tax and delivery

# LUXURY VINYL TILES

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
COLONIA PUR – PLANK	0.20mm	2.0mm	2.99	4" x 36"	36	35.951
	0.20mm	2.0mm	2.99	6" x 36"	24	35.951
	0.20mm	2.0mm	2.99	6" x 48"	18	35.951
	0.20mm	2.0mm	2.99	7.244" x 48"	15	36.274
COLONIA PUR – TILE	0.20mm	2.0mm	2.99	12" x 12"	36	35.951
	0.20mm	2.0mm	2.99	12" x 24"	18	35.951
	0.20mm	2.0mm	2.99	18" x 18"	16	35.951
BORDERS & CORNERS		2.0mm	2.99	AVAILABLE TO SPECIAL ORDER		
FEATURE STRIP		2.0mm	64.99 PACK	0.196" x 39.37"	50	
DESIGN STRIP (TO ORDER)		2.0mm	64.99 PACK	0.393" x 36"	50	
MARQUETRY STRIP		2.0mm	64.99 PACK	0.118" x 36"	50	
GROUTING STRIP		2.0mm	64.99 PACK	0.118" x 36"	50	

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Authentically capturing the latest trends in wood, stone and abstract materials all the collections feature a polyurethane reinforcement (PUR) to provide low maintenance benefits.

Affinity 255 PUR is tested and approved for use area classification 23, 34, 43 (ISO 10874).

Camaro PUR is tested and approved for use area classification 23, 31 (ISO 10874).

Colonia PUR is tested and approved for use area classification 22 (ISO 10874).

# LUXURY VINYL TILES - INTERLOCKING

Design-Led Luxury Vinyl Plank and Tile Floorcoverings

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
CAMARO RIGID CORE - PLANK	0.3mm	5.5mm	6.99	6.984" x 47.716"	10	23.14
CAMARO RIGID CORE - PLANK	0.3mm	5.5mm	6.99	4" x 24"	24	15.93
CAMARO RIGID CORE - TILE	0.3mm	5.5mm	6.99	12" x 24"	12	23.89

All prices in Canadian dollars and are exclusive of sales tax and delivery

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
CAMARO LOC — PLANK	0.3mm	4.0mm	5.99	5.732" x 35.732"	15	21.312
CAMARO LOC — PLANK	0.3mm	4.0mm	5.99	6.984" x 47.732"	9	20.881
CAMARO LOC — TILE	0.3mm	4.0mm	5.99	11.732" x 23.732"	11	21.312
VINYL LOC UNDERLAY		1.5mm	139.99 PACK	27.887" x 3.871"	1	107.950

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Camaro Rigid Core PUR is a collection of natural wood, herringbone, cement and micro terrazzo effect plank and tiles.

Camaro Rigid Core has a built in acoustic backing providing 18db impact sound reduction.

Camaro LOC includes 24 authentic replications of wood, stone, slate and concrete.

## INTERWOVEN VINYL TILES

Interwoven Vinyl Tile Collection for Heavy Commercial Applications

PRODUCT	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
WOVON	3.1mm	3.1mm	10.99	19.685" x 19.685"	16	43.055

All prices in Canadian dollars and are exclusive of sales tax and delivery

### Key Features

Wovon is tested and approved for use area classification 23, 33 (ISO 10874).

The Wovon collection consists of three tile patterns – Serene, Optics and Structure.

Wovon is suitable for use within heavy commercial environments and has slip resistance of R10. The collection offers an impact sound reduction of 11dB.

# SPORTS FLOORING

Vinyl Sports Floorcovering For Use In Multi-Purpose Indoor Sport Arenas



PRODUCT	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	ROLL LENGTH YDS	ROLL WIDTH YDS
POLYFLOR SPORT WOODS	6.7mm	72.99	20.231	2.187

We will supply one cut length only per order of full rolls at \$72.99 yds<sup>2</sup> for Sport 67 Maple. Minimum order one full roll (44.245yds<sup>2</sup>)

PRODUCT	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
POLYFLOR SPORT COLOUR	6.7mm	73.99	88.79	20.231	2.187

\*\* We will supply one cut length only per order of full rolls at \$88.79 yds<sup>2</sup> for Polyflor Sport colours. Minimum order one full roll (44.245yds<sup>2</sup>)

UNIT LENGTH	\$ PER COIL	EX STOCK COLOURS
WELD ROD	82.02 YDS COIL	99.99 PER COIL SPORTS FLG MATCH

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

High performance, heavy duty, multi-use sports floor covering in plain colour or wood effect design with a polyurethane reinforcement for low cost, lifetime polish free maintenance.

# ESD COLLECTION

Hardwearing Vinyl Floorcoverings Engineered For ESD Protection

PRODUCT SHEET	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
PALETTONE SD	2.0mm	2.0mm	48.49	48.49	21.872	2.187
FINESSE SD	2.0mm	2.0mm	47.99	57.59	21.872	2.187
POLYFLOR SD	2.0mm	2.0mm	35.99	43.19	21.872	2.187
OHMEGA EC	2.0mm	2.0mm	64.99	77.99	21.872	2.187
POLYFLOR EC	2.0mm	2.0mm	63.99	76.79	21.872	2.187
*CONDUCTIVE ROF	2.0mm	2.0mm	107.99	129.59	21.872	2.187
TILE	WEAR LAYER	GAUGE	\$ PER FT <sup>2</sup>	TILE SIZE	TILES PER BOX	FT <sup>2</sup> PER BOX
FINESSE SD	2.0mm	2.0mm	6.99	23.937" x 23.937"	14	55.649
POLYFLOR SD	2.0mm	2.0mm	4.99	23.937" x 23.937"	14	55.649
POLYFLOR EC	2.0mm	2.0mm	6.99	23.937" x 23.937"	14	55.649
<b>BRASS FOIL AND BRASS PLATES</b>						
BRASS FOIL	Gauge 0.004" (0.1mm) Width 2" (50.8mm) 1kg = 22.418 yds } PRICES ON APPLICATION					
BRASS PLATES	For further information regarding Brass Plates please contact Polyflor Canada Inc. Sales desk.					

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

All products above are tested and approved for use area classification 34, 43 (ISO 10874).

High performance, homogeneous floor coverings with electrostatic conductive or static dissipative properties.

\* ROF options for explosive handling areas.

# WALL CLADDING

Tough, Durable And Flexible Vinyl Wall And Ceiling Cladding

PRODUCT	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
POLYCLAD PLUS PU	2.0mm	24.99	29.99	21.872	2.187
POLYCLAD PRO PU	1.25mm	21.99	26.39	32.808	2.001

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Easy to clean and attractive cladding for all non-floor surfaces with polyurethane surface treatment and subtle marbleized decoration.

# EJECTA VINYL ACCESSORIES

Accessories Designed For Use With Polyflor Vinyl Floorcoverings

PRODUCT	SIZE	\$ PER PACK	STANDARD PACK	EX-STOCK COLOURS
 SIT-ON COVING MC8 MC14	3.937" x 0.787" 2.952" x 0787"	151.99 118.99	20 x 6.561ft 20 x 6.561ft	15 COLOURS 15 COLOURS
 SET-IN COVING MC18	3.937" x 1.968"	199.99	20 x 6.561ft	15 COLOURS
 COILED SKIRTING MC8C SIT-ON	3.937" x 0.787"	99.99	65.616ft coil	15 COLOURS
 MC18C SET-IN	2.952" x 0.787"	119.99	65.616ft coil	15 COLOURS
 COVE FORMER CF 20MM	0.787" x 0.787"	134.99	30 x 6.561ft	BLACK ONLY
 CF 38MM	1.496" x 1.496"	97.99	15 x 6.561ft	BLACK ONLY
 CAPPING STRIP CS-N CS-NC	1.574" x 1.574"	132.99 49.99	40 x 6.561ft 65.616ft coil	15 COLOURS 15 COLOURS
 CS	0.787"	56.99	65.616ft coil	BLACK ONLY
 CT	1.614"	928.20	50 x 6.561ft	WHITE ONLY
 CORNER CAP EFA75	2.952" x 2.952"	280.99	10 x 6.561ft	BLACK ONLY
 WELDING ROD	2.0m	99.99	328.083ft coil	VINYL FLG MATCH

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

Special colours available, subject to a minimum order of 1640.421ft.

Coilable skirting for quicker installation on large projects.

Polysafe™



HYDRO EVOLVE I BLUE NILE POOL 4256

# SLIP RESISTANT FLOORING

Heavy-Duty Safety Floorcoverings With Traditional, Multi-Chip Or Decorative Designs

PRODUCT	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
 VERONA PUR	2.0mm	2.0mm	43.99	43.99	21.872	2.187
 VERONA PUR PURE COLOURS	2.0mm	2.0mm	43.99	43.99	21.872	2.187
 STANDARD PUR	2.0mm 2.5mm	2.0mm 2.5mm	35.99 42.99	35.99 51.59	21.872 21.872	2.187 2.187
VOGUE PUR	2.0mm	2.0mm	39.99	47.99	21.872	2.187
MOSAIC PUR	0.70mm	2.0mm	43.99	52.79	21.872	2.187
STONE FX PUR	0.70mm	2.0mm	59.49	71.39	21.872	2.187
WOOD FX PUR	0.70mm	2.0mm	59.49	71.39	21.872	2.187
QUICKLAY PUR	2.2mm	2.2mm	38.99	46.79	21.872	2.187
QUICKLAY TAPE			64.99 ROLL	1.97" x 54.68 YDS		

 Quickship for 2.0mm sheet only

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

## Key Features

All products above are tested and approved for use area classification 23, 34, 43 (ISO 10874).

Polysafe ranges incorporate aggregates such as quartz, aluminium oxide, silicon carbide particles and natural recycled aggregates to improve traction and safety underfoot.

The wet slip resistance across all Polysafe products is sustainable throughout the guaranteed life of the product.

## SAFETY FLOORING

Heavy-Duty Safety Floorcoverings With Traditional, Multi-Chip Or Decorative Designs

PRODUCT	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
 APEX	2.5mm	2.5mm	63.99	63.99	21.872	2.187
 QUATTRO PUR	2.0mm	2.0mm	57.99	57.99	21.872	2.187
 HYDRO EVOLVE	2.0mm	2.0mm	53.99	64.79	21.872	2.187
 HYDRO	2.0mm	2.0mm	53.99	64.79	21.872	2.187

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

## ACOUSTIC FLOORING

Heavy-Duty Safety Floorcoverings Featuring Various Wood Designs

PRODUCT	WEAR LAYER	GAUGE	\$ PER YD <sup>2</sup> FULL ROLLS	\$ PER YD <sup>2</sup> ** CUT LENGTHS	ROLL LENGTH YDS	ROLL WIDTH YDS
WOOD FX ACOUSTIX PUR	0.65mm	3.7mm	60.99	73.19	21.872	2.187

\*\* Cut lengths ordered and supplied at quarter length intervals.

All prices in Canadian dollars and are exclusive of sales tax and delivery

### Key Features

All Safety Flooring products are tested and approved for use area classification 23, 34, 43 (ISO 10874). Wood FX Acoustix is tested and approved for use area classification 23, 34, 42 (ISO 10874).

Polysafe ranges incorporate aggregates such as quartz, aluminium oxide, silicon carbide particles and natural recycled aggregates to improve traction and safety underfoot.

# KEY INFORMATION

## Polyflor Trade Price List and Conditions of Sale

- All prices are in Canadian Dollars and are exclusive of provincial sales tax and delivery from the Polyflor Canada warehouse in Mississauga, Ontario.
- These prices are product **supply only** prices to the trade. Product installation is extra & can be subject to many variables. For approximate product installation costs please contact your local product consultant or call Polyflor Canada Inc. at 1 905 364 3000
- Project pricing may be applicable and volume discounts are available. Please contact your local product consultant for special pricing.
- Cut lengths are supplied at quarter length intervals only. Canadian quick ship sheet goods are not subjected to a cutting charge or a cut length price. Non Canadian quick ship sheet goods are subjected to a 20% cut length surcharge.
- Collection is by appointment only. For same day dispatch orders must be received by 12.00 noon E.S.T. & are subject to roll quantity restrictions plus a \$35.00 fee per line of order.
- Orders need to be either collected or shipped from our warehouse within **5 days** from the stated collection date provided on your order confirmation to avoid a \$35.00 re-stocking fee. All orders remaining in our warehouse after this time without prior written agreement will result in a 2.5% monthly charge of the invoice value, calculated daily, until the material is either collected, delivered or cancelled.
- Order cancellations are subject to a 20% re-stocking fee. Cut lengths may not be returned. See terms and conditions of sale for our full returns policy.
- Air freight rush orders can be subject to a 48 hour administrative delay due in part to world time zone differences and air freight scheduling.
- Same or next day shipping or collection on all product lines displaying the Quick Ship stopwatch. Stock availability can be subject to change.
- Non stocked product lines (Polyflor International items) available within 4 - 6 weeks depending on your location.
- For adhesive recommendations please contact your local product consultant or see our adhesive guide at [www.polyflor.ca/adhesives](http://www.polyflor.ca/adhesives)
- For product maintenance guides, cost and recommendations please see our maintenance guide at [www.polyflor.ca/maintenance-guides](http://www.polyflor.ca/maintenance-guides) or contact your local product consultant or call Polyflor Canada Inc. on 1 905 364 3000
- For product warranty information please visit the Polyflor Canada Inc. website on [www.polyflor.ca](http://www.polyflor.ca) or contact your local product consultant or call Polyflor Canada Inc. at 1 905 364 3000

Polyflor Canada Inc Sales: 1 905 364 3000

Polyflor Canada Inc Samples 1 905 364 3000

Sales email:

Samples email:

Website:

[sales@polyflor.ca](mailto:sales@polyflor.ca)

[samples@polyflor.ca](mailto:samples@polyflor.ca)

[www.polyflor.ca](http://www.polyflor.ca)

## TERMS & CONDITIONS OF SALE

### 1. INTERPRETATION

- 1.1 In these Conditions the following words and expressions shall have the meanings ascribed to them below save where this is inconsistent with the context:
  - “Agent” - a person, firm or company nominated in writing by the Seller to act on its behalf.
  - “Buyer” - the person, firm or company who accepts the quotation of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller.
  - “Goods” - the Goods (including any instalments of the Goods or any parts for them) which the Seller is to supply to the Buyer and which are supplied in accordance with these Conditions.
  - “Seller” - Polyflor Canada Inc. (carrying on business in Ontario under the laws of the Province of Ontario).
  - “Conditions” - the terms and conditions of sale set out in this document and any special terms and Conditions agreed in Writing between the Buyer and Seller.
  - “Contract” - the Contract between the Buyer and Seller for the purchase and sale of the Goods.
  - “Price” - the Price of the Goods to be paid by the Buyer to the Seller.
  - “Writing” - includes e-mail, telex, cable, facsimile transmission and comparable means of communication.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 Male includes female, singular includes plural and vice versa.

### 2. BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of and shall be deemed to take precedence over any other terms and conditions (save in the event that any of these Conditions are illegal or unenforceable pursuant to the laws of Ontario from time to time applicable).
- 2.2 In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representations unless expressly made in Writing by an authorised representative of the Seller.
- 2.3 These Conditions shall apply to all sales (including export sales) by the Seller.

### 3. ORDERS AND SPECIFICATIONS

- 3.1 Any order submitted by the Buyer shall be deemed to be accepted by the Seller at such time as the Seller commences work upon such order.
- 3.2 No quotation submitted by the Seller shall be deemed to be accepted by the Buyer unless and until confirmed in Writing by an authorised representative of the Seller.
- 3.3 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order or quotation; and the quantity, quality and description of, and any specification for, the Goods shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4 The Seller makes no representation as to the fitness or adequacy of the Goods for the use of the Buyer, whether or not the Buyer has made known to the Seller the use to which the Goods are to be put.
- 3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect the quality or performance.
- 3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on such terms and subject to such cancellation fee as the Seller in its absolute discretion may consider appropriate to cover all losses including loss of profit, incurred as a result of the cancellation.
- 3.7 No addition or variation to any Contract may be made by the Buyer. Any purported addition or variation shall be treated as a separate and additional order to the Contract and shall be priced separately in accordance with 4.
- 3.8 The Seller makes no warranty that, and the Buyer acknowledges that no colour match of any product can be guaranteed from batch to batch.
- 3.9 No order for non-standard Goods may in any event be varied by the Buyer once the Seller has commenced the manufacture of the same or ordered any materials or equipment for the same.

### 4. PRICE OF THE GOODS

- 4.1 The Price of the Goods shall be the Price stated in the Seller's quotation or, where no Price has been quoted (or a quoted Price is no longer valid), the Price listed in the Seller's published price list current at the date of acceptance of an order from the Buyer or of a quotation by the Seller (as appropriate) (“Relevant Price List”). All Prices quoted are valid for 30 days only or such other period as may be stated in the relevant quotation or until earlier acceptance by the Buyer, after which time the Price of Goods quoted for shall be the Price listed in the Relevant Price List.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery to increase the Price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, including the failure of the Buyer to give the Seller prompt and/or adequate information or instructions or to take delivery.
- 4.3 The Price is exclusive of any applicable Harmonized Sales Tax (“HST”) payable on the Goods, which the Buyer shall be additionally liable to pay the Seller.
- 4.4 In addition to the Price and HST the Buyer shall be obliged to pay a carriage charge in respect of certain items and quantities as detailed on the Relevant Price List.
- 4.5 All pallets and returnable containers (if applicable) used for the purpose of delivery of the Buyer's order must be returned in an undamaged condition to the Seller before the due payment date.

## 5. TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Buyer for the Price of the Goods together with HST and any carriage charge in accordance with clause 4.4 on or at any time after the Goods are deemed to be delivered in accordance with clause 6.2.

5.2 The Buyer shall pay the Price of the Goods by the 15th day of the month following the month during which the invoice in respect of the Price of the Goods is issued by the Seller (or if not a working day, the next preceding working day) notwithstanding that delivery (as defined in clause 6) may not actually have taken place and that the property in the Goods has not passed to the Buyer. The time for payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make payment in full by the due date for payment in accordance with clause 5.2 in respect of the Contract or in respect of any other amount due from the Buyer to Seller or any associated company of the Seller (as from time to time defined by statute) then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled:

- 5.3.1 to cancel the Contract and/or suspend any further deliveries to the Buyer; and
- 5.3.2 to charge the Buyer interest (both before and after any Judgement) on the amount unpaid calculated on a daily basis, at the rate of 2% per annum above the base rate for the Seller's banker from time to time applying, from the due date of payment until payment in full is made; and

5.4 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counter claim or otherwise:

- 5.4.1 except for any liquidated sum due and payable by the Seller to the Buyer;
- 5.4.2 unless such deduction has been agreed in advance with the Seller; or
- 5.4.3 unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

5.5 Notwithstanding the foregoing, the Seller reserves the right to require payment of the Price together with HST and any charge in respect of packing and carriage before delivery of any Goods or at any time thereafter.

## 6. DELIVERY

6.1 Delivery of the Goods shall be made at the Buyer's place of business unless otherwise agreed in Writing.

6.2 Delivery of the Goods shall be deemed to take place either:

- 6.2.1 by the Seller delivering the Goods to such place as is agreed with the Seller and for the purpose of this clause 6.2.1 delivery shall be deemed to take place immediately upon the arrival of the delivery vehicle at the premises of the Buyer or of any nominated third party, as the case may be;
- 6.2.2 by the Buyer collecting the Goods at the Seller's premises and for the purpose of this clause 6.2.2 collection shall be deemed to take place immediately upon the arrival of the collection vehicle at the premises of the Seller or such other place as the Goods are to be collected from, or immediately upon the Seller notifying the Buyer that the Goods are ready for collection, whichever is the earlier; or
- 6.2.3 at the time stated for delivery, or if none is stated, when the Seller would have made delivery but for the failure of the Buyer to provide the Seller with adequate delivery instructions.

6.3 Any dates quoted for delivery of the Goods by the Seller are approximate only.

6.4 Where the Goods are to be delivered in instalments, each delivery shall for the purposes of clause 5 constitute a separate Contract, but failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole repudiated.

6.5 The Seller shall not be liable for any delay or failure to deliver the Goods save in the event of wilful default. In the event that the Seller is liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the Price of the Goods.

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Seller's fault) within 5 days of being notified of receipt of material in the Polyflor Canada warehouse, then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- 6.6.1 store the Goods until actual delivery and charge the Buyer for the costs (including insurance) of storage, calculated as 2.5% of the invoice value, calculated daily, until the material is either collected, delivered or cancelled. A \$35.00 administration fee per order will also be charged. Cancelled orders are subject to a 20% restocking fee. Cut lengths are not eligible for return. The Buyers trading account with the seller maybe placed on hold during this time and until the matter is resolved and debts collected; or
- 6.6.2 sell the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) account to the Buyer for the excess over the Price under the Contract or charge the Buyer for any shortfall below the Price under the Contract together with interest as provided in clause 5.3.2.

6.7 A signature from someone at the Buyer's premises purporting to represent the Buyer or, where delivery is to be made to another site, signature by someone at the site purporting to represent the Buyer or the site owner will be deemed to be satisfactory evidence of delivery.

## 7. RETURNS

7.1 Goods supplied in accordance with the Contract cannot be returned without the Seller's prior written consent. All returned goods must have freight prepaid by the Buyer and are subject to a 20% restocking fee. Cut length products are not eligible for return. Returns must be completed within 30 days from the date of purchase.

## 8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of deemed delivery in accordance with 6.2.

8.2 Notwithstanding the passing of risk in the Goods, or any other provision of these Conditions, the ownership, property and legal title of all Goods supplied by the Seller shall not pass to the Buyer until payment in full of all sums owing to the Seller under this or any other Contract has been received by the Seller in cleared funds.

## TERMS & CONDITIONS OF SALE

8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8.6 Nothing in this clause 8 shall change the Buyer's obligation to pay for the Goods.

**9. WARRANTIES AND LIABILITY**

9.1 The Contract shall not constitute a sale or supply by description or sample.

9.2 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a Consumer (within the meaning of the Consumer Protection Act, 2002, any Conditions or warranties (whether express or implied by statute or common law or arising from conduct or previous course of dealing or trade, custom or usage) as to the quality of the Goods the Seller warrants that the Goods will be of satisfactory quality or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Seller) or as to the correspondence of the Goods and/or the Services with any description or sample are hereby excluded to the full extent permitted by law. The Seller warrants that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality.

9.3 The Seller shall not be liable (in Contract, negligence or otherwise):

9.3.1 For any defect in the quality of the Goods from any drawing, design or specification supplied by the Buyer

9.3.2 If it arises from fair wear and tear, or wilful damage, or negligence other than by or of the Seller, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), or misuse or alteration or repair of the Goods without the Seller's approval;

9.3.3 If the total price for the Goods has not been paid by the due date for payment;

9.3.4 In respect of any part of the Goods or material used in the preparation of the Goods not manufactured by the Seller, and the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

9.3.5 In respect of any defect in the Goods due to or arising out of the acts, omissions, negligence or default of the Buyer or the Buyer's employees or Agents including in particular (but without limitation) any failure by the Buyer to comply with any recommendations of the Seller as to storage, handling or installation of the Goods.

9.4 Where the Goods are sold by the Seller by the way of a consumer transaction (as defined by the Consumer Protection Act, 2002) the statutory rights of the Buyer are not affected by these Conditions

9.5 Any claim by the Buyer which is based on any defect in the quality or quantity of the Goods shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 3 days from the date of actual delivery to or collection by or on behalf of the Buyer, in the case of a patent defect, and, in the case of a latent defect, within 3 days of the date when the Buyer knew or reasonably to have known of the defect. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability whatsoever for such defect and the Buyer shall be bound over to pay the Price together with HST and any carriage and packing charge as if the Goods had been delivered in accordance with the Contract.

9.6 Where any valid claim, which is based on any defect in the quality or is notified to the Seller in accordance with these Conditions, the Seller shall be entitled at its discretion to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the Price of the Goods (or a proportionate part of the Price), and the Seller shall have no further liability to the Buyer (in Contract, negligence or otherwise). **SAVE THAT** in the case of a defect discoverable before the Goods are laid the Seller shall be under no liability whatsoever to the Buyer in respect of any such defect if the Buyer has proceeded to lay the Goods.

9.7 Where any valid claim, which is based on short delivery, is notified to the Seller and the carrier in accordance with these Conditions, the Seller shall be entitled at its discretion to make good the difference or to credit to the Buyer a proportion of the relevant invoice amount, but the Seller shall have no further liability to the Buyer and the Buyer shall not be entitled to reject the Goods or any part thereof by reason of such short delivery.

9.8 Any claim by the Buyer in respect of non-delivery of Goods must be notified to the Seller in Writing within ten days of the date of the Seller's invoice in respect of the Goods in question. If the Buyer does not notify the Seller in accordance with this clause 9.8 the Seller shall have no liability whatsoever for such failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract. Where a valid claim in respect of non-delivery is notified in accordance with the provisions of this clause 9.8 the Seller may at its absolute discretion deliver a replacement consignment of Goods or issue the Buyer with a credit note in respect of the invoice.

9.9 The Seller shall not be liable to the Buyer in Contract, negligence or otherwise for any consequential loss or damage (whether for loss of profits or otherwise), costs, expenses or other claims for consequential or other compensation whatsoever (and whether caused by the negligence of the Seller, its employees or Agents or otherwise) which arise out of or in connection with the Goods or the use or resale by the Buyer of the Goods, except as expressly provided in these Conditions.

9.10 The maximum liability, for any loss or damage of whatever nature it is caused, shall be limited to the Price of the Goods.

9.11 Despite any other provision in these Conditions nothing in the Contract (including these Conditions) shall limit the liability of the Seller for death or personal injury caused by its negligence.

**10. FORCE MAJEURE**

10.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations, in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

- 10.1.1 Act of God, explosion, flood, tempest, āe or accident;
- 10.1.2 War or threat of war, sabotage, interaction, civil disturbance or requisition;
- 10.1.3 Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 10.1.4 Import or export regulations or embargoes;
- 10.1.5 Strikes, lock outs or other industrial action or trade disputes (whether involving employees of the Seller or of a third party);
- 10.1.6 Difficulties in obtaining raw materials, labo , fuel, parts of machinery;
- 10.1.7 Power failure or breakdown in machinery;
- 10.1.8 Severe weather conditions.

**11. HEALTH AND SAFETY**

11.1 It shall be the responsibility of the Buyer to take all necessary precautions for the health and safety of all persons handling or using the Goods. The Seller shall be under no obligation or liability whatsoever in this regard, and the Buyer shall keep the Seller indemnified against any claims, liability, damages, costs and expenses arising in respect of a failure on the part of the Buyer to take such precautions.

**12. INDEMNITY**

12.1 The Buyer will indemnify and keep indemnified the Seller against all or any claims, actions, proceedings and demands together with all costs, interest and other expenses incurred directly or indirectly in connection therewith in respect of:

- 12.1.1 All or any infringements or alleged infringements of any Patent, Trade Mark, Registered Design or other like claim whether in respect of a registered right or not, resulting from the Seller's compliance with the Buyer's express or implied instructions;
- 12.1.2 A failure by the Buyer to observe the Seller's instructions (whether oral or in Writing) relating in any way whatsoever to the Goods.

**13. INSOLVENCY OR DEFAULT OF BUYER**

13.1 This clause 13 applies if:

- 13.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an order in the context of an insolvency or bankruptcy proceeding or (being an individual or firm) becomes bankrupt or (being a Company) resolves to or does go into liquidation; or
- 13.1.2 An encumbrancer takes possession, or a Trustee in Bankruptcy, or Receiver or any other similar appointee, is appointed over any of the property or assets of the Buyer; or
- 13.1.3 The Buyer ceases, or threatens to cease, to carry on its business or a substantial part of it; or
- 13.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

13.2 If this clause 13 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**14. REPRESENTATIONS**

14.1 No date, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement, or other written communication or made verbally by any Agents or employees of the Seller shall be construed to enlarge, vary, or override in any way, any of these Conditions.

14.2 No variations to these Conditions shall be binding unless expressly agreed in Writing between the Buyer and the Seller or their authorised representatives.

14.3 Despite any other provisions of these Conditions nothing in the Contract (including these Conditions) shall limit the liability of the Seller for fraudulent misrepresentation.

**15. TERMINATION**

15.1 Save as otherwise provided in these Conditions, the Contract may not be terminated or cancelled except by agreement in Writing of both the Buyer and the Seller and upon the payment to the Seller of such amounts as may be necessary to indemnify the Seller against all loss resulting therefrom.

**16. GENERAL**

16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered offic or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of these Conditions is held by any Court or Tribunal to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected the ebay.

16.4 This Contract and any claims or disputes related to this Contract, will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Buyer submits to the exclusive jurisdiction of the Ontario Courts.



## REACH



## CREDENTIALS

Polyflor is the first vinyl manufacturer to achieve individual BRE A ratings (and now A+ ratings)

Polyflor is the first commercial flooring manufacturer to achieve GreenTag LCARate certification.

Polyflor is the first flooring manufacturer to achieve BES 6001 certification for Responsible Sourcing.

Polyflor is also a co-founding member of Recofloor, the market leading recycling scheme for vinyl flooring.



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FLOORING