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This Agreement requires the use of binding arbitration to resolve disputes rather than jury trials or class actions. Please see the “Dispute Resolution” section below for details, including instructions to follow to opt out of binding arbitration and the class action waiver.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERFACE’S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT OR THE SITE EXCEED U.S. \$100 IN TOTAL (OR THE EQUIVALENT IN LOCAL CURRENCY, TO THE EXTENT THAT LOCAL CURRENCY NEEDS TO APPLY).

INDEMNITY:

You agree to indemnify, defend, and hold Interface (and its employees, contractors, agents, suppliers, and partners) harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including reasonable attorneys' fees, brought by any third party due to or arising out of (i) your access to or use of the Site, (ii) any alleged breach or violation of this Agreement, or (iii) your violation of any law or the rights of a third party. Interface reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Interface, and you agree to cooperate with Interface's defense of such matter. This defense and indemnification obligation is intended to extend to the fullest extent permitted by law and will survive this Agreement and your use of the Site.

CHANGES:

Interface reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when such change is posted. Your continued use of the Site after any changes are posted will be considered acceptance of those changes.

Interface may terminate, change, suspend or discontinue any aspect of this Site, including the availability of any features of the Site, at any time. Interface may also impose limits on certain features and services or restrict your access to parts or the entire Site without notice or liability. Interface may terminate the authorization, rights and license given above and, upon such termination, you shall immediately destroy all Materials.

STATEMENT ON COLORS:

Actual product colors may vary from colors shown on your monitor. Colors can be verified by ordering a sample from our Site. If you have any questions, please send an e-mail to info-us@nora.com or telephone Customer Service at 1- 800 / 332-NORA (6672).

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DISPUTE RESOLUTION:

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND INTERFACE TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

Any dispute or claim arising from, relating to, or connected with this Agreement, the Site, Materials, services provided by Interface through the Site, and any Interface account (each a "Claim") will be resolved by binding arbitration (rather than in court). All Claims submitted to arbitration under these Terms will be administered by the American Arbitration Association under its Commercial Arbitration Rules (including the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the State of Georgia or, where limited by applicable law, the jurisdiction in which you reside or may be conducted by telephone, online or based solely upon written submissions where no in-person appearance is required. Notwithstanding this section, Interface may bring a Claim for injunctive or other equitable relief in any court of competent jurisdiction as necessary to enforce our intellectual property rights or those of our affiliates, suppliers, or licensors.

WAIVER OF CLASS ACTIONS. You and Interface each agree that any Claim will be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise. **YOU AND INTERFACE EACH AGREE THAT YOU AND INTERFACE ARE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING ANY RIGHT YOU AND INTERFACE MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, THIS AGREEMENT.**

OPTION TO OPT-OUT. To opt out of the arbitration and class-action waiver terms in this section, you must notify Interface in writing within thirty (30) days of the date that you first accept this Agreement (unless a longer period is required by applicable law). You must mail your written notification to nora, Attention: Legal Department to 1280 West Peachtree St NW, Atlanta, GA 30309, United States and your written notification must include your name, address and an unequivocal statement that you want to opt-out of this arbitration agreement.

You acknowledge and agree that, regardless of any statute or law to the contrary, any Claim or cause of action you may have must be filed within one (1) calendar year after such Claim or cause of action arises, or forever be barred.

For purposes of any Claim that is not subject to the arbitration procedures in this section, you and Interface both agree to the governing law and jurisdiction as set out in the "International Users and Choice of Law" section above.

SCOPE OF AGREEMENT:

This Agreement constitutes the entire agreement between Interface and you with respect to your access to use of the Site. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.