

**Terms and Conditions:**

**Price Guarantee:** We are committed to have great low prices every day and we guarantee it. If a competitor is selling flooring of some grade, thickness and width with the same warranty at a lower price (Including shipping costs and delivery charge), we will, upon written verification, meet that price. This guarantee applies only prior to or within 7 days of purchase.

**Purchasers Responsibilities:** Purchaser agrees to have all work area clean and ready for the workers when they arrive, which includes, removal of all furniture, fixtures and appliances so that the Seller shall have clear access to the work area. Purchaser is obligated to keep the indoor condition at a relative humidity range of 30-50 percent and a temperature range 60-80 degrees.

**Seller's Responsibilities:** Purchaser is aware that job site temperature and moisture conditions may adversely affect wood products and therefore purchaser expressly agrees that under no circumstances will the seller be responsible for any expansion, shrinkage, cupping, buckling or other reaction of wood to water damage, moisture, humidity/dryness without regard to the size, grade or previous condition of the material on the site. Seller shall not be responsible for moisture testing of the concrete/floor area.

**Natural Products:** Hardwood flooring, being a natural product, will continue to expand and contract through heating and non-heating seasons. Properly installed hardwood floors may consequently experience some separation between boards at different times during the year. If minor separation do occur, our company is not responsible for it.

**UV Light exposure:** Color variations in flooring are a natural occurrence due to species, age, character of flooring and exposure to UV light or sunlight. For these reasons, new and/or replacement flooring may not match display samples and/or existing flooring. It is recommended to rearrange furniture and area rugs as often as necessary to avoid irregularities in color.

**Warranties:** Wood Flooring USA Custom Floors & Design as a retailer does not offer warranties on products manufactured by other companies or any material, which is sold as seconds or any other designation that indicated they are not first quality goods. In addition, no warranties on damages or defects caused by: improper shipping, handling and/or storage on the site "moisture from natural disasters such as flooding and broken pipes" excessive wet mopping or failure to clean up spills and standing water" improper maintenance or inadequate care" abnormal wear including pet scratches "high heels dragging heavy objects without protectors" failure to place mats on high traffic areas" abrasive cleaners, etc.

**Return/Restock Policy:** If for any reason you need to cancel your order, purchaser must notify Seller by contacting us 718-266-3812 as soon as possible on the third day following signing of the contract/invoice. All returns without authorization will be refused. There will be 40% Restocking fee on any APPROVED Returns. All material must be in a reasonable condition. No returns on open bundles, odd lots, special orders, and items no longer in stock. Special orders or non-stock are non-cancelable and non-returnable. Buyer is responsible to make arrangements to return it to Wood Flooring USA Custom Floors & Design in the same condition that it was received. No returns will be accepted after 7 days past the invoice date.

**Jobsite Deliveries:** When goods are delivered to a location and Buyer is not present to receive and/or to inspect such goods, Buyer exclusively assumes all responsibility for any shortage, damage or other loss, and Buyer shall promptly and fully pay for those goods as involved. All delivery dates are estimates. We cannot guarantee specific deadlines. We recommend booking installation after Receipt of the product.

**Improper Installation:** Seller will not replace a floor with defects caused by improper installation. If the complaint is for a visual defect and the purchaser installs the product, this will be considered acceptance of the defect and the complaint will be disallowed.

**Measurement and Quantity:** Purchaser/installer is responsible for all measurement quantities. Purchaser will be charged for the actual footage shipped. We accept no responsibility or liability for measurement errors.

**Inspection:** Claims for shortages or damages must be made upon receipt of the product. Purchaser/Installer is responsible for final inspection. Do not install defective product. Use constitutes acceptance.

**Installation:** Allow flooring to acclimate in installation area for 3-7 days. Prior to installation, Purchaser/installer is solely responsible for determining the acceptability of moisture levels in both the product and the subfloor.

**Litigation:** No suit or action shall be commenced by Buyer relating to this transaction of the product sold by the Seller, and its employees, for disputes arising from said products sold, loss, or damage as well as work done by the contractor or subcontractor for improper installation.

**Your Obligation:** As the purchaser of our product you agree to follow all care and maintenance directions as related to wood flooring by following the guidelines of Maintenance recommendation.

**Maintenance Recommendation:** <http://www.nofma.org/careguide.htm>

**Payment and Refunds:** We accept cash, certified checks, debits cards and credit cards. A \$30 fee may be assessed for returned checks. For returns, purchases made by cash or check will be refunded by check within 2-3 weeks; and purchases by credit or debit card will be credited back to the credit or debit card used for the purchase.

**Agreement:** This Terms & Conditions constitutes the entire agreement between Buyer and Seller with regard to the product purchased by Buyer.

**Invoice#** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Purchaser name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_