

## The Floor Store's "Terms of Contract" and Quote Acceptance

As stated in our quotation, to avoid confusion, it is the consumer's or the builder's responsibility to ensure that all products and/or colours in our final quote, match your final selection. As sometimes several products and/or colours are being considered, please go over it in detail.

*As we cannot be responsible for the existing structural*, or later maintained condition of your home/jobsite, please be aware of all of the following. Upon our arrival to any job site, we will wish to start work immediately. In order for us to give you, as the customer, the best price possible, **anything**, other than installation of our products, will be considered an extra to our contract. This includes any kind of **floor leveling**, even if we are installing a subfloor.

***Site conditions & preparation for all jobs: Adequate lighting, heat & power is needed, moisture levels must be within the manufacturer's product's tolerance and a protected dry workspace for cutting (\*\*dust warning\*\*) is required for hard surface installations. The entire work area must be structurally sound, level and flat, clear of all debris and vacuumed cleaned.***

---

***In renovation work***, (and new construction) this includes all hidden and/or visible existing substrate conditions or problems that may arise needing attention after the removal of existing materials, and/or "more than normal" floor preparation. Some, but not all examples are ***irregularity and existing unevenness***, movement, humidity levels and/or moisture content. Other items that you will look after are: furniture moving and/or shifting, baseboard removal and/or replacing, appliance moving and/or replacing, toilet and/or dishwasher removal and/or replacing. Also any hidden wires, plumbing or pipes (in floor heat or plumbing) cannot be our responsibility, even if you advise us.

We can remove and replace some doors, baseboards and trims if previously arranged, but we cannot be held responsible for any breakage or damage. It should be noted that we are not carpenters, nor are we painters. Therefore, if **any** doors, baseboards or trims need cutting, trimming, adjusting and/or filling and painting, you, the customer, will have to make the extra necessary arrangements on your own. Also we are not responsible if you are not happy with the door clearance of your new floor coverings. Pocket doors can be a big problem for you.

In regard to toilets, dishwashers and refrigerators with icemakers, it should also be noted that we are not plumbers; therefore ***we cannot guarantee our work in this area***. If asked, some installers are able to remove and replace a toilet, however, should there be some broken or worn out parts, you will have to call in a plumber at your own ***extra expense***, so it's always best to have a professional plumber scheduled to do the task.

---

***In new construction***, (and renovations) site conditions such as room humidity levels and temperature, substrate conditions, (hidden or visible), moisture content, any clean up, as well as any floor filling and/or preparation considered, "more than normal" are all issues that are your responsibility. Our products are topical, not structural, therefore any unevenness and/or out of level will either show through, or prohibit us from doing a proper job. If you are the general contractor, you must ensure that your job site is ready for us, when you schedule us to show up. Trip or clean up charges may apply if we do show up when asked, and are unable to begin our work due to the current site conditions.

***Any substrate products*** that we have not supplied and installed, (or existing on renovations, this includes concrete), that we are installing our materials over, are also your responsibility. Because there is such a wide variety of substrate products available, you are responsible for approving the quality of the substrate products that you purchase, as well as supervising the manufacturer's written instructions for installation of those products. We prefer some products over others, because of the proven quality and warranties given, and we will advise you in this area if needed or asked. You must understand that ***the end result is only as good as the surface we are covering***, and all your substrate materials must be installed over surfaces that are structurally sound, flat and level, square and dry. Please, don't make any assumptions, and ask if you are uncertain.

### Payment

Unless previously discussed and a contract has been drawn up and signed by both parties on a standard B.C. Construction document, all of our invoices are due upon completion. There is a 2% interest charge that is added to any outstanding balance every thirty ( 30 ) days past the invoice date. If payment is extended past 35 days we may exercise our right to lien the job. Any and all lien costs, title search and administration charges shall be considered as an extra to the contract and added to the account. Once a lien is in place it will not be removed until the account has been paid off to a \$0.00 balance. If we have to lien a job, we will lien for a higher amount than the invoiced amount, or outstanding balance, in anticipation of interest charges and potential court costs.

### Warranty Work

As an industry standard, we offer a one-year warrantee (from the invoice date) on our labour services provided, and the manufacturer's warrantee their materials as described on the labels of your products selected. In the event of a manufacturers claim, or warrantee work regarding flawed materials or labour, nothing will be considered unless the invoice has been paid in full. Non or short payment of any invoice, will void all warranties on all products that we have supplied and installed on all jobsites, delay any future work, as well as cause us to take action for payment, at your cost as stated above. All of our suppliers support us in this issue.

Although we strive to do top quality workmanship and we inspect our work, sometimes something is missed. If a product has been installed and a manufacturing or workmanship issue should become noticeable, we must be informed immediately, or the claim may be refused by the supplier and/or ourselves. This is especially important in the case of glued down products. Even as a short time goes by and adhesives set and harden, it becomes difficult at times to do 100% successful repairs. Flawed products or workmanship issues do require repairs to be done, but they do not warrant replacement of an entire job or short payment of the contract amount.

In the event of a service call, such as a carpet re-stretch, board replacements or a manufacturer's claim, we cannot be responsible for room modification work done in the affected areas, such as baseboards installed *after* our flooring installation. We also are not responsible for moving any furniture or appliances, but we will assist when able.

Any furnishings or fixtures requiring dismantling and reassembly are the customer's responsibility. These include beds, entertainment systems, bookcases, computer stations, and some dining room hutches. More examples of other such items are some pianos, aquariums, exercise equipment, pool tables and wood stoves. These are also the customer's responsibility.

There are some problems that may occur in the home that we have no control over, and are not considered claims against ourselves, or our suppliers. Improper maintenance and/or accidental spills are only some, but not all. Other examples are as follows below.

Wood stoves and fireplaces can cause extreme heat on the adjacent floor coverings causing them to fail, i.e., carpet can loosen or delaminate, hardwood can buckle, etc. High or low humidity in the home and/or moisture in the crawlspace will cause hardwood to expand and/or contract, leaving gaps or causing it to "cup" or "dish". High humidity and/or moisture can also cause underlayment to swell causing their seams to show through in vinyl, or cause carpet to loosen, delaminate and wrinkle. A crack in a slab home may telegraph through into vinyl, crack or loosen ceramic tile, make a hollow sound under a "floating floor", or cause unevenness in all flooring. Unless the substrate for entries and frame work for Jacuzzi tubs, showers and fireplaces is properly built, ceramic tiles may in time pull away, loosen or crack and fail. To avoid most problems, there are solutions, and they are the end user's, customer's or builder's responsibility to inspect, not our's.

### **Products selected**

Because there are several products that are suitable available for every application, it's important that the selections made are right for your needs. This applies more for commercial products, and projects, than it does for residential. Therefore, in all cases, if a project is brought before us to quote, with specific products in specific areas, you are deemed to be a professional for this particular job knowing all of the benefits, as well as the drawbacks, of all the products specified throughout.

### **\*\*Dust warning\*\***

The floor preparation required, installation and / or removal of some products can cause an enormous amount of dust. This can be within your home and/or outside depending on the scope of work. Although we will take precautions to contain it, dust can fly and still be an issue. If there is anything specific to be protected and covered it's best that you do it yourselves to ensure it's protected properly and to your satisfaction. To summarize, we cannot be held responsible for any dust issues, please remember, you want this work done.

### **Cancellations and Returns**

In the event that the customer wishes to cancel an order, we will work with you as much as possible, however, you as the customer must realize that all orders are custom orders. Because of this, you are responsible for any and all costs incurred for products that you have asked us to order and receive for your job site. Please, don't make any assumptions, and ask if you are uncertain.

Orders we have received, or are shipped and in transit to us, will be subject to all shipping costs, and the manufacturer's restocking and handling fees. These fees will vary from supplier to supplier, and the size of the piece of material may also have a determining factor in their restocking fee, if it is returnable. If uncertain, please ask for details.

Some orders we have received that are smaller cuts, may be refused by the supplier and therefore cannot be returned. The size of what a supplier deems, a "smaller cut" will vary from supplier to supplier, if uncertain please ask for details.

Materials that have been ordered, and have been cut and awaiting shipping, may also be subject to a restocking or cancellation fee. These fees again will vary from supplier to supplier.

Last revision June 26th, 2008