

ADM

F L O O R I N G

POLICIES, TERMS AND CONDITIONS

TERMS & CONDITIONS

GENERAL

These conditions of sale supersede any conditions, or conflict of conditions contained on Buyer's order unless specifically changed herein and accepted by both Buyer and Seller. With every purchase, the buyer accepts these Terms and Conditions by completing the checkout.

CREDIT

Seller, at any time and in its sole discretion, may limit or cancel the credit of Buyer as to amount and/or length of time and terms. Should credit not be extended for all, or any part of this contract, Seller may require anticipation (payment demand) in cash or otherwise, prior to delivery.

Late Payment Service Charge: Late payment service charges of 1.5% per month may be charged.

COLLECTION

Should the need arise to employ professional collection agents and/or attorneys to effect payment of monies due on this contract, all such costs incident to the collection, including, but not limited to: court costs, attorney fees, etc., shall be borne by the Buyer.

DELIVERY

Curbside Delivery Shipment of all, or part of this order, is contingent upon Seller's ability to obtain material and services through its usual means of supply. Seller shall not be liable for any delays in making a delivery when inconvenienced by any cause extending beyond its control. Transportation Companies' receipt for goods constitutes successful delivery, at which point Seller's responsibility ceases. All damage in transit must be notated on the delivery receipt at the time of delivery. All deliveries are curbside deliveries only unless specified in said order. Inside deliveries, if available, are subject to additional fees which are provided and determined by the carrier .

CANCELLATION / RETURNS

All returned or exchanged orders are subject to a re-stocking fee of 15% at Seller's discretion. Shipping arrangements and payments for returned or exchanged items are the responsibility of Buyer. All returned shipments must be in original packaging and a re-sellable condition (unopened) unless the product/s is/was damaged prior to receiving. There will be no re-stocking fee for damaged, defective, or miscalculated orders. ADM Flooring® will not accept any returns on orders exceeding 30 calendar days from date of delivery.

CLAIMS

It is the responsibility of Buyer to inspect all material(s) for miscalculation(s) and damage(s) prior to releasing Seller's liability by signing the shipping carriers order acceptance form (delivery receipt). Buyer must, within 30 calendar days of delivery, report any defects in ADM product(s) and material(s) prior to installation. Therein, it the responsibility of Buyer to report any defects, damages, or miscalculations to Seller within the allotted time listed above. ANY FLOOR BOARDS OR ACCESSORIES (E.G. STAIR OR TRIM PARTS) INSTALLED ARE CONSID-ERED ACCEPTABLE FOR USE AND WILL NOT BE WARRANTED FOR ANY DEFECTS THAT COULD HAVE BEEN NOTICED PRIOR TO INSTALLATION. Only a valued ADM client may sign for receipt of any parcel(s) unless otherwise requested; however, Buyer assumes all responsibility for deliveries inspected by those person(s) which he/she has authorized to sign for the said parcel(s). To prevent claim void, the receiver should check and approve the order for both quality and quantity. Only then should the receiver print, sign, and date the delivery carrier order acceptance form. We suggest accepting orders with minimal damage rather than denying the acceptance of the order. Simply notate the delivery receipt when accepting then reach out to ADM Flooring with the damage claim. If the damage claim is larger than workable, deny the shipment and reach out to ADM Flooring immediately.

DYE LOTS AND DIMENSIONS

Due to the production time element, color match between dye lots will vary slightly, thus, should be anticipated by Buyer. If possible, consider purchasing your entire project's flooring needs from the same batch. All dimensions advertised are near exact but are subject to a slight variation due to the hand finishing process.

TAXES

Any applicable government taxes will be charged to the Buyer. State Sales Tax, etc., will be charged to the Buyer unless the appropriate Exemption Certificate number is filed with ADM, prior to placing the order.

EXCLUSION OF IMPLIED WARRANTIES

As a material part of this bargain, all implied warranties (including merchantability) are excluded and the Buyer expressly waives any claim or remedy based. Manufacturer's Warranty: Seller assigns to Buyer a manufacturer's warranty which is guaranteed by ADM Flooring®. Any such express warranties are contained in writing, furnished by ADM Flooring®, and may not be modified or expanded with any statements, either written or oral, by any representative of the seller.

DISCLAIMER

ADM makes every effort to ensure that information provided by the company in the digital domain is accurate. However, ADM cannot guarantee this and accepts no liability for any information or advice given via its websites.

ADM pursues a policy of continual development and improvement and as such, product specifications may be changed without prior notice. All dimensions listed herein are only nominal. Being cast products they are subject to a size variance of +/- 5%; tolerances established by ANSI standard A112.19.4M.

For information about the way ADM obtains and uses the company/personal data, please refer to our privacy policy.

This website is made available for public viewing on the basis that ADM excludes, to the extent lawfully permitted, all liability whatsoever for any loss or damage howsoever arising from its use including the reliance upon its content.

Registered office for company:

ADM Flooring®: 3340 Leonis Blvd. Suite B, Vernon, CA 90058, United States +1 (888) 729-6781

PRIVACY POLICY

TERMS

ADM respects individual privacy and values the confidence of its customers, employees, dealers, consumers, business partners, and others. ADM strives to collect, use, and disclose personal information in a manner consistent with the laws of the countries in which it does business. ADM has a strong reputation for maintaining the highest ethical standards in its business practices.

ADM recognizes the importance of maintaining the privacy of personal information collected through websites that it operates. ADM's sole purpose for operating its websites is to provide information concerning products and services to the public. Users visiting ADM websites are free to browse without revealing any personal information. Visitors may also voluntarily provide personal information by filling out and submitting online questionnaires concerning feedback on the website, requesting information on products or services, or seeking employment. The information voluntarily provided by website users is limited to the user's name, personal information, and where relevant. A visitor's statutory rights are not affected by online warranty and guarantee submissions to ADM. ADM does not sell or share this information with non-agent third parties.

ADM may also collect anonymous information concerning website users through the use of 'cookies' in order to provide
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better customer service. Cookies are small files that websites place on users' computers to identify the user and enhance the website experience. None of this information is reviewed at an individual level. Visitors may set their browsers to provide notice before they receive a cookie, giving the opportunity to decide whether to accept the cookie. Visitors can also set their browsers to turn off cookies. If visitors do so, however, some areas of ADM websites may not run optimally.

DATA PROTECTION

ADM will take all reasonable precautions to protect personal information in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction. Website users have the option to request that ADM does not use information previously provided, correct information previously provided, or remove information previously provided.

Should this be the case, please contact:

ADM Flooring®: 3340 Leonis Blvd. Suite B, Vernon, CA 90058, United States +1 (888) 729-6781

ADVERTISING

On ads served by AdRoll for our advertisers, look for an AdChoices logo (the blue triangle) in the corner of the ad. Click the logo to learn more about interest-based advertising, who served the ad, and manage your ad options. You can also opt out of seeing personalized ads from AdRoll (and other companies) using the NAI opt out tool here. Please note you will still see ads even if you opt out, but they will not be personalized by AdRoll. For more information please see our privacy notice here.

SHIPPING POLICIES

WHEN RECEIVING SHIPMENTS:

Shippers of all types of items are experiencing increased transit times and significantly increased damages during transport. We understand the frustration you feel regarding the downgrade in service, and we are feeling it too. In addition, carriers are denying more claims and have become more demanding regarding supporting documentation of those claims.

As a result, we need your help to hold the carriers responsible for the damage they inflict on your shipments.

RECEIVING CHECKLIST:

- ▶ Check your list of goods received to ensure that the full order has been received by you
- ▶ Check boxes or freight for any damages that may have occurred during transport
- ▶ If damaged or suspicion of damage, notate the delivery receipt in detail before signing
- ▶ All shipping insurance has been paid by ADM Flooring® (Do not accept additional charges by the carrier)
- ▶ Liftgate service has been paid by ADM Flooring® (Do not accept additional charges by the carrier)

If receiving multiple boxes, it is ok to accept a small partial damage so long as you notate the delivery receipt. ADM Flooring will handle the claim of the partial damage and replace immediately.

LARGE DAMAGES:

- ▶ Refuse badly damaged shipments

SMALL DAMAGES:

- ▶ Inspect freight for damage while the driver is on-site
- ▶ Contact ADM Flooring® immediately to inform us of the damage
- ▶ Notate damage on the bill of lading with as much detail as possible
- ▶ Notate Damaged Box/Piece Count
- ▶ Notate Item #/Product name
- ▶ Notate Type of Damage
- ▶ Only sign the bill of lading (BOL) once damages are included on the paperwork
- ▶ Take clear photos of the damage before the driver leaves
- ▶ Give the driver a copy of BOL with damages noted

If a receiver signs the BOL before denoting damages, the receiver is taking ownership of the freight as is and no freight claim can be made. Claims that are documented in this manner cannot be processed by ADM Flooring®.

Please contact your ADM Flooring® representative to answer any questions you may have.

CURBSIDE DELIVERY:

All shipments are curbside delivery only. We cannot ensure that any delivery is taken beyond the curb point. ADM Flooring is not responsible for taking the shipment/s up any stairs, driveways, or further than the curb point.

ACCESSIBILITY:

If the driver is unable to reach your delivery address or the curbside closest to your delivery address, they will communicate the complication and either deliver to the closest location nearing your delivery address or have the shipment ready for pickup at their closest receiving terminal. It is up to the buyer's shipping contact's responsibility to coordinate the final transition of materials from the carrier to the chosen delivery address. Some carrier drivers may elect at their own discretion to deliver up the driveway or into your garage, but this is strictly up to the individual driver and considered a courtesy. Please contact ADM Flooring immediately if there are any complications with receiving your material. We will do everything in our power to ensure a successful delivery.

US SHIPPING:

Shipping to Hawaii, Alaska, Canada, PO Boxes, US protectorates and international is available.

CHARGE FOR EACH ADDITIONAL SHIPMENT:

Splitting up the total delivery will require a delivery charge for each additional shipment. Prices vary; contact us for pricing.

FREE SHIPPING:

Get free shipping on flooring orders with a minimum of 500 square feet. Exclusions may apply.

ORDER TRACKING:

All shipments, including freight, are tracked. We upload tracking information as soon as the product has left our distribution center in California.

TERMS AND CONDITIONS

RETURN POLICY

To be eligible for a return or exchange:

- ▶ Your item must be unused (not installed) and unopened.
- ▶ In resell-able condition unless the product/s is/was damaged/defective prior to receiving.
- ▶ It must also be in the original packaging and include all the original accessories.
- ▶ We require a receipt or proof of purchase along with photos of the defects/damages and a Return Merchandise Authorization (RMA) form filled out and signed in order for us to review your return request.
- ▶ Customized, modified, or made-to-order products are not permitted to be voluntarily returned or exchanged.
- ▶ ADM will not accept any returns that exceed 30 days after delivery/pickup.
- ▶ We only replace or return items free of charge if they are defective or damaged due to actions outside of the customer's control. Otherwise, returning a full or partial order within 30 days of pickup/delivery is acceptable. There will be a 15% restocking fee and return shipping charge (waived if the customer returns on their own) for voluntary reasons. We are not responsible for any damages or defects that were caused by the customer, employees of the customer, or representatives of the customer.

If you need to return/exchange an item in your order for another reason, send us an email to info@d.admflooring.com with photos and a brief description of why you want to return or exchange. Our support staff will acknowledge and reply with an RMA form for you to fill out, sign, and send back for review. Once approved for a return, please send you item/s to:

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- ▶ The customer is responsible for paying return shipping charges if shipped through ADM Flooring. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping along with the return shipping charge will be deducted from your refund.
- ▶ Depending on where you live, the time it may take for your exchanged product to reach you may vary.
- ▶ Please do not send your purchased items back to us without authorization from us beforehand. We will deny the shipment and have the package returned to you.

ONCE YOUR RETURN/EXCHANGE IS RECEIVED AND INSPECTED:

- ▶ We will send you an email to notify you that we have received your returned/exchanged item. We will also notify you of our findings (if needed).

If we receive the shipment in a condition not as described or expected, ADM Flooring reserves the right to reject receiving the shipment as a viable return/exchange. We would then contact you to take back the shipment within 14 days or we will discard / recycle the material.

If your return or exchange is approved after review, then your refund will be processed and a credit will send back to the original method of payment. This process can take between 1-7 business days.

IF YOU HAVEN'T RECEIVED A REFUND YET:

- ▶ First check with your bank account. There is often some processing time before a refund is posted.
- ▶ Then contact your credit card company. It may take some time before your refund is officially posted.

If you've done all of this and you still have not received your refund yet, please contact our return department.

SOCIAL MEDIA ASSETS TERMS OF USE

We love to see how you use ADM Hardwood Engineered Flooring and flooring accessories to express your personal style.

We want to see how you use our products!

We regularly reach out to customers to request additional rights to reuse our favorite images in our catalog, email, website and more. When possible, we include your handle or byline.

Thank you for considering this request! It is entirely your choice whether to share or not, but we think people will love your post. By responding to our request with the hashtag #sharemyadm or tagging us @admflooring, you are agreeing to the following:

USER CONTENT

As between you and us, you own all content and information you post or share tagging ADM Flooring, such as posting or sharing comments, photos, and videos (referred to as "User Content").

You give ADM Flooring, Inc. permission to use your User Content as follows: you grant to ADM Flooring, Inc. a license to reproduce, display, perform, distribute, create derivative works from and otherwise use your User Content in connection with the Sites and for other ADM Flooring, Inc. marketing purposes, including without limitation in ADM Flooring, Inc. catalogs, email and other customer communications, store materials and other marketing. We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others, and we may use your User Content to advertise and promote ADM Flooring, Inc. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. Our license to your User Content is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights anywhere in the world.

YOU PROMISE THAT:

- ▶ • You own all rights to your User Content or, alternatively, that you have the right to give ADM Flooring, Inc. the rights described above;
- ▶ • your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

We may refuse to accept or transmit User Content for any reason. We may remove User Content from the Sites for any reason.

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If you believe that a user has infringed on your intellectual property rights, or if we have taken down your materials due to suspicion of copyright infringement, and you would like to dispute the alleged infringement, please click here to contact us.

PRIVACY NOTICE

When your User Content is displayed as detailed above, your social media handle may be displayed and your image will be displayed as detailed above. ADM Flooring, Inc. collects and processes this information as necessary for the performance of this contract between us. For more information, including how to exercise your rights in relation to the personal data we hold about you, please see our Privacy Policy.

