

ADM

F L O O R I N G

**ENGINEERED WOOD, VINYL, AND XDF
(MINERAL FIBER BOARD)**

TERMS AND CONDITIONS

Terms And 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.