



# ELEGANTÉ

WIDE PLANK FLOORING™

## TERMS AND CONDITIONS

- A. **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, Buyer accepts these Terms and Conditions by completing the checkout/purchase.
- B. **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.
- C. **LATE PAYMENT SERVICE CHARGE** - Late payment service charges of 1% per month may be charged on all past due accounts.
- D. **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 collection, including, but not limited to: court costs, attorney fees, etc., shall be borne by the Buyer.
- E. **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 delivery where inconvenienced by any cause extending beyond its control. Transportation companies' receipt for goods constitutes successful delivery, at which point Seller's responsibility for delivery ceases. All damage in transit must be reported to the seller in writing within 5 days time and allowed ample time for resolution. All deliveries are curbside deliveries only, unless specified in said order. White glove deliveries, if/when available, are subject to additional fees which are provided and determined by the carrier.
- F. **CANCELLATION / RETURNS** - All returned or exchanged orders are subject to a re-stocking fee of up to 20% at Seller's discretion. Shipping arrangements and payments for returned or exchanged items are the responsibility of Buyer. All returned shipments must be in unopened, original packaging and a re-sellable condition unless the product/s is/was damaged prior to receiving. There will be no re-stocking fee for damaged, defected, or miscalculated orders. Eleganté Wood, Inc. will not accept any returns on orders exceeding 30 calendar days from date of delivery. Any orders which are cancelled 30 days after deposit will be subject to a 10% restocking fee ("10% restocking" refers to total order value, not 10% of deposit).
- G. **CLAIMS** - It is the responsibility of Buyer/installer to inspect all material(s) for miscalculation(s) and damage(s) prior to releasing Seller's liability by signing order acceptance form. Buyer must, within 5 calendar days of delivery, report any defects in Eleganté product(s) and material(s). Only the original purchaser may sign for 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 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 order acceptance/delivery form.
- H. **DYE LOTS AND DIMENSIONS** - Due to the wood element, color match between dye lots will vary slightly and should be anticipated by Buyer. All dimensions advertised are near exact but are subject to a slight variation due to the hand brushing/sanding process.
- I. **TAXES** - Any applicable government taxes will be charged to Buyer unless the appropriate Exemption Certificate number is filed with Eleganté Wood, Inc.
- J. **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 thereon.
- K. **MANUFACTURER'S WARRANTY** - Seller assigns a manufacturer's warranty, which is granted by the manufacturer, to the original purchaser/homeowner only. Any such express warranties are contained in writing, furnished by the manufacturer, and may not be modified or expanded with any statements, unless in writing and signed by an authorized representative of Eleganté Wood, Inc.