Terms and Conditions

For all claims the original sales receipt, which demonstrates proof of purchase, must be supplied.

Returns of Material Only Purchases

- 1. Returns: Unused, undamaged merchandise in unopened boxes, purchased from store stock and returned within 48 hours of purchase will receive a full refund. All other merchandise returned within 30 days of purchase, will qualify for an in-store credit or exchange and will be subject to a 50% restocking fee. All clearance merchandise, remnants, and merchandise marked "as is" or "Final Sale" is sold without warranty and may not be returned for any reason. The customer must present the original receipt to receive a refund. Credit card transaction refunds will be issued to the original credit card used from the purchase. Cash or check transactions, will be refunded via a corporate check. Please allow 14 business days for processing. SRL Floor Covering LLC/South Jersey Hardwood has the right to refuse a return for any reason.
- 2. If the merchandise listed is a special ordered or cut from store stock roll, returns and cancellations will not be accepted and no deposits refunded. All special orders must be paid in full, at the time of purchase.

Installation Information

- 3. Visible merchandise damage or any home damage must be reported to our store immediately by phone and in writing within three (3) days of delivery or installation.
- 4. Temperature and humidity must be maintained within manufacturer's specifications during acclimation, installation, and after installation. Failure to maintain proper temperature and humidity may cause permanent damage to flooring for which SRL Floor Covering LLC/South Jersey Hardwood cannot be held responsible and will null and void warranty.
- 5. Installers will need access to electricity during installation. Installer will need access to water during installation (tile & vinyl installation only).
- 6. Arrival Time: Each installation is custom and some may take longer than others. Therefore it is extremely difficult to determine what time the installers will arrive on the date of installation. Please make arrangements for a responsible adult to be at the jobsite the entire day.
- 7. Customer will move furniture out of the work area unless customer requests us to handle it for an agreed price. However, SRL Floor Covering LLC/South Jersey Hardwood will not be responsible for any damages due to such movements. Moving Furniture includes moving larger furniture only so please complete the following tasks before the installer arrives: Remove all items from china cabinets. Remove wall plaques and pictures from all areas including rooms adjacent to areas being installed. Remove bedding and pillows. Remove items from the top of dressers and tables. Remove drawers from dressers. Remove items from closet floors and all low hanging garments. Pianos & Pool Tables: If you have contracted us to move your piano or pool table, please be advised that we are not responsible for tuning the piano or leveling the pool table. We do not move slate pool tables or grand pianos. Electronics: Our installers do not move electronics of any kind. Customer is responsible for disassembly, moving, assembling and connecting equipment after units. Remove low hanging draperies.

Manufacturer's Warranty

8. Product Warranty: All floor covering products are covered by either a manufacturer's warranty, a warranty from a fiber company, or both in accordance with the warranty statement provided to buyer upon request. No other warranties, either expressed or implied, including implied warranties of merchantability, are provided. Any warranty offered by the Manufacturer is direct from the Manufacturer and not SRL Floor Covering LLC/South Jersey Hardwood.

General Terms and Conditions

- 9. To qualify for repair or replacement, the original sales receipt, which demonstrates proof of purchase, must be supplied.
- 10. These warranties apply only to the original purchaser professionally installed by SRL Floor Company LLC/South Jersey Hardwood.
- 11. SRL Floor Covering/South Jersey Hardwood provides 1 year service on carpet installations. There is limited service in cut to fit linoleum installations and those sold with no guarantee.
- 12. The following conditions are not considered installation-related problems and are not covered beyond this limited-installation warranty:
- Carpet: Visible seams normally required for installation.
- Ceramic Flooring: Tile and grout cracking due to subfloor deflection or foundation settling.
- Hardwood Flooring: Gapping between boards and moisture-related issues.
- Laminate Flooring: Moisture-related issues.
- Vinyl Flooring: Visible seams normally required for installation.
- 13. We are not responsible for stretch-buckles or indentation, which will not flatten out because of furniture or fixtures.
- 14. The Buyer/Customer will be fully responsible for the tenant's safety during and after new flooring installation.
- 15. WE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, INCIDENTAL SPECIAL, OR CONSEQUENTIAL DAMAGES BASED UPON THE FOREGOING WARRANTIES, CONTRACTS, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL CLAIM. Some states do not allow the exclusion or limitation of incidental or

- consequential damages, so the above limitation or exclusion may not apply to you. The foregoing warranties give you specific legal rights, and you may have other rights, which vary from state to state.
- 16. Color match to samples will vary from dye lot to dye lot. Buyer agrees to accept color variances that fall within industry-established ranges. Hardwood, cork, and bamboo are natural materials that will have color variations such as variations from heartwood to sapwood, mineral streaks, and variations in the grain.
- 17. The installers DO NOT move, disconnect, or reconnect the following items: gas appliances, icemaker refrigerators, grand pianos, aquariums, waterbeds, grandfather clocks, antiques, breakables, bedding, draperies, or anything that may be fragile.
- 18. Hardwood: We do not take responsibility for any cupping of hardwood installed. It is a locally caused condition from moisture emanating underneath the hardwood or excessive levels of relative humidity inside the home. Please take a look at how to prevent cupping in your home at the following link: https://www.woodfloorbusiness.com/installation/wood-floor-cupping-why-does-it-happen-amp-what-can-you-do.html
- 19. Dust: Installing new flooring may cause a considerable amount of dust. Please take adequate measures to protect your belongings. The dust cannot be contained to just the areas being installed.
- 20. Squeaks: We cannot repair existing floor squeaks or guarantee that any attempt to do so will be effective.
- 21. Doors: We assume no responsibility for cutting doors. Installers can remove doors to install flooring, but we are not responsible for replacing doors if the new flooring does not provide adequate clearance.
- 22. Walls & Baseboards: Even though the installers will take all normal precautions when new flooring is installed, it may be necessary for the customer to touch up the baseboards after installation. If you plan to paint or wallpaper, this should be completed after installation. New applied paint and wallpaper is especially susceptible to damage.
- 23. Seams will be visible on carpet & vinyl installations. Where seaming is necessary the carpet/vinyl will be seamed according to the best known method, and the best possible way for the material involved. The visibility of your seams will depend on the type of carpet/vinyl, lighting, and direction of seam. Unless otherwise specifically mentioned on the order in writing, seams will be left to the discretion of the installer.
- 24. Existing or subfloors not installed by SRL Floor Covering LLC/South Jersey Hardwood: Installing new hard surface floors without the required sub-floor will void all installation warranties and may affect the manufacturer's warranty as well. Problems arising from underlayment not installed by us or arising from floor structure are not our responsibility and are not covered by the warranties.
- 25. Unforeseen structural issues: Many structural issues cannot be seen until the old flooring is removed. If the installers find any structural issues during installation such as termite damage or water damaged structural subflooring, the install will be stopped until the Buyer is able to remedy the structural issue.
- 26. Delivery & Installation: Delivery and installation may be delayed because of reasons beyond SRL Floor Covering LLC/South Jersey Hardwood's control such as weather, production delays, shipping delays, fires, accidents, strikes, lock-outs, and governmental acts. Buyer agrees that SRL Floor Covering LLC/South Jersey Hardwood is not responsible for delays or failures in delivery or installation caused by reasons beyond SRL Floor Covering LLC/South Jersey Hardwood' control. SRL Floor Covering LLC/South Jersey Hardwood is not responsible for any consequential damages or costs arising from the occurrence of any event as described in this paragraph.
- 27. Customer must adhere to the following requirements/provisions:
- Material verification: Please ensure that all materials listed within the contract are accurate including: Cushion, Subflooring, Transition moldings, Wall moldings, Grout color, Grout type, Plank installation direction, Tile installations direction (straight, diagonal, custom pattern, etc.) The Installation or use of any flooring material(s) will constitute your acceptance "as is". Once the installation has begun and/or complete, you are in acceptance to the materials listed, type of installation, direction etc. and to the full amount of the contract/invoice.
- If you receive the wrong material and would like to return it, you must refuse installation/delivery; the material must be unused, uncut, uninstalled and unaltered in any way. Installation or use of any material will constitute your acceptance "as is". You must inspect your order upon arrival and let us know about any problems prior to use or installation.
- 28. These Terms and Conditions are subject to change without notice. New Terms and Conditions are applicable from the moment they are posted to our website.

Additional Terms and Conditions

All Proposals excludes any take-up of existing flooring, floor preparation, moving of furniture, attic stock, union labor, protecting of installed floorings, moisture testing, moisture remediation, and off hours work unless otherwise specifically stated on the proposal. All floor preparation, including the removal of existing flooring is the responsibility of the General Contractor or Owner. If required, additional costs of labor and materials may be necessary in order to remove of existing floor coverings, subflooring, removal and replacement of secondary subflooring, and flashing materials (E.g. Patching @ \$0.55/sq. ft. - up to 1/32" (1 mm) Thickness Applied or- \$3.00/Lb of Patch Used: Actual jobsite coverage may vary according by application method, substrate, substrate conditions and actual thickness applied). or the participation of a general contractor.

SRL Floor Covering LLC/South Jersey Hardwood , Inc. cannot guarantee any direct glue installation over an existing adhesive. Existing adhesive must be removed by the General Contractor or Owner, or by SRL Floor Covering LLC/South Jersey Hardwood at an additional cost (E.g. Patching @ \$0.55/sq. ft. - up to 1/32" (1 mm) Thickness Applied).

All material quantities are subject to the design and ways of flooring material layout.

Work shall be performed during normal business hours. Any evening or weekend overtime required by the General Contractor or Owner to complete the job will be on a chargeable basis unless otherwise stated in the conditions of SRL Floor Covering LLC/South Jersey Hardwood contract.

Areas to be completed should be free of all other trades people to insure proper installation. Persons not authorized by SRL Floor Covering LLC/South Jersey Hardwood stepping or working on floorings less than 24-48 hours after installation, causing debris, shifting of tiles, bubbles etc., will be responsible for time, labor and material incurred to repair the work to satisfactory conditions. SRL Floor Covering LLC/South Jersey Hardwood is not responsible for damage to walls, doors, chipped or cracked molding which occurs during the normal installation of the flooring.

The Owner must provide for TENANTS and/or OCCUPANTS SAFETY as well as the appropriate light and heating conditions during and after the installation schedule. Extra work or service not specified or known at the date of acceptance hereof will be at an additional charge.

At no charge to SRL Floor Covering LLC/South Jersey Hardwood our employee's or personnel must have access to elevators. All materials will remain the property of SRL Floor Covering LLC/South Jersey Hardwood until full payment is made and must not be moved without the written consent of SRL Floor Covering LLC/South Jersey Hardwood.

SRL Floor Covering LLC/South Jersey Hardwood is not responsible for any latent conditions relative to the installations. Seams are made to hold the materials together and maintain their structural integrity. Accordingly, SRL Floor Covering LLC/South Jersey Hardwood cannot guarantee the invisibility of any seam. SRL Floor Covering LLC/South Jersey Hardwood will however make every effort possible to make the seams inconspicuous.

Payment Terms and Conditions

Deposit requirements: 100% of materials and 50% of labor costs are due at the time of approved sale. Remaining balance due within 24 hours of the project completion date. Purchaser agrees that balances not paid in accordance with this contract are subject to a 1.5% service charge per month (18% APR).

If using Synchrony financing, the financing promotional period will begin when the materials are ordered.

In the event of default of payment hereof, for any reason, the Purchaser agrees to pay all costs of collection together with attorney fees of 15% if litigation is initiated to enforce collection.

SRL Floor Covering LLC/South Jersey Hardwood expressly warrants that all labor and workmanship except as stated elsewhere in the terms and conditions, which prove defective in normal use or wear, will at the option of SRL Floor Covering LLC/South Jersey Hardwood, repair or replace such condition within one (1) year period from date of installation. Purchaser must notify SRL Floor Covering LLC/South Jersey Hardwood in writing within three days of discovery of any such defect and must allow SRL Floor Covering LLC/South Jersey Hardwood a reasonable amount of time in which to act on such complaint subsequent to notification by the Purchaser.