

## **Terms and Conditions**

Your purchase is subject to MASTERS FLOORING COMPANY INC.'s ("Masters") terms and conditions of sale which are set forth below, and which by reference are fully incorporated into and an integral part of your Contract.

### **Pricing and Payment for Merchandise**

We make every attempt to maintain the lowest prices on the merchandise we offer, but price changes do occur. As a result, prices are subject to change until you have actually entered into a written contract (the "Contract") for your order.

Your purchase of an item of merchandise will not be complete until your transaction is completed by the execution of the Contract at the store. If you place an order which includes installation, a store representative will visit your home to review the specifics of your installation, and thereafter, once the installation costs have been calculated, we will be able to present you the Contract for execution.

In the event of default by the Customer under any of the terms and provisions hereof, and should Masters employ an attorney to enforce any provision hereof, or to collect damages for breach of this contract, the Customer shall pay to Masters such reasonable attorney's fees as may be expended with respect thereto. In addition, should Customer breach this Agreement, Masters may charge and collect a restocking fee. Such remedy shall be in addition to all other remedies available to Masters. Customer and Masters agree that this Contract is the complete agreement between the parties, and represents the entire understanding of the parties hereto. There are no oral agreements, understandings or representations made by any party to this Contract which are outside of this Contract and are not expressly stated therein. This Contract is fully integrated.

### **Returns of Material Only Purchases**

Returns: Unused, undamaged merchandise in unopened boxes, purchased from store stock and returned within 48 hours of purchase will receive a full refund. Unused and undamaged merchandise, returned after 48 hours but within 30 days of purchase, will qualify for an in-store credit or exchange and will be subject to a 33% restocking fee. All clearance merchandise, remnants, and merchandise marked "As Is" or "Final Sale" are 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 days for processing.

If the merchandise listed is 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. You will be responsible for pick-up and re-delivery charges on merchandise exchanges or returns.

## **Installation Information**

Every effort will be made to complete your installation in a timely and professional manner; however, we are not responsible for ancillary or consequential damages or any other expenses, e.g. time lost from work, hotels expenses, meals, inconvenience, etc that may occur from delays in materials or installation.

Rooms should be cleared in preparation for your merchandise delivery. Please be sure that there is a clear path from the point of entry to your home to the room where your new merchandise will be placed.

We do our best to make your delivery successful. However, sometimes problems do occur that are beyond our control. Should you need service, please contact our office or your salesman.

**VISIBLE MERCHANDISE DAMAGE OR ANY HOME DAMAGE MUST BE REPORTED TO OUR OFFICE AT 817-431-8043 WITHIN THREE (3) DAYS OF DELIVERY OR INSTALLATION.**

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### **Pre-installation Checklist**

To insure your installation proceeds smoothly, the following information needs to be reviewed. Your cooperation in meeting our requests will be greatly appreciated and will help us ensure the quality of your installation.

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.)

Jobsite conditions: Many hardwood and laminate floors must be stored in the areas to be installed prior to installation to allow for acclimation. 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 Customer acknowledges and agrees Masters shall not be responsible. Installers will need access to electricity during installation. Installers will need access to water during installation (tile & vinyl installation only).

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.

Furniture Removal: If the installation includes moving larger furniture, please complete the following tasks before the installer arrives:

1. Remove all items from china cabinets.
2. Remove wall plaques and pictures from all areas including rooms adjacent to areas being installed.
3. Remove bedding and pillows.
4. Remove items from the top of dressers and tables.
5. Remove drawers from dressers.
6. Remove items from closet floors and all low hanging garments.
7. Toilets: If you have contracted us to remove your toilet, there may be unforeseen plumbing conditions that might cause a water leak. You may need to hire a professional plumber to reinstall the toilet or repair a leak.
8. 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.
9. Electronics: Our installers do not move electronics of any kind. Customer is responsible for disassembly, moving, assembling and connecting equipment after units.
10. Remove low hanging draperies.

### **Warranties**

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 merchandise warranty statement provided to the Customer. Masters agrees to assign and pass through to the Customer all such warranties related to the merchandise. In the case of the passed through warranties on the merchandise, the Customer's sole recourse shall be directly to the manufacturer or fiber company, and Masters shall have no responsibility therefore.

Installation Warranty: Masters warrants that all installations shall be performed in a commercially reasonable manner.

WITH THE EXCEPTION OF THE FOREGOING, THE CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT MASTERS MAKES NO REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE MERCHANDISE'S MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY SPECIFIC OR INTENDED PURPOSE, THE MERCHANDISE'S QUALITY OR SUFFICIENCY, AND MASTERS INSTALLATION OF THE MERCHANDISE; ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. THE CUSTOMER FURTHER

UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT MASTER'S SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE MERCHANDISE, ITS INSTALLATION OR THIS AGREEMENT.

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## **Material Amounts and Product Color**

### **Material Amounts**

A 2% variance on material widths is within mill tolerances and is agreed to be acceptable within the industry limits. The amount of materials sold is compatible to measurement of floor covering and the material dimensions. Material overage of approximately 10% is required in order to cut, seam, and trim materials. In some instances the amount of padding or underlayment installed may be less. Masters has taken this variation into full account in establishing pricing. Installation charges are based on the amount of material needed and not on the installed amount.

### **Product Color**

Color match to samples will vary from dye lot to dye lot. Customer agrees to accept color variances that fall within industry-established ranges. Shading, pooling, water marking, shedding, fluffing or pile crushing do not constitute manufacturing defects. These are inherent characteristics of all pile fabrics. Missing tufts in looped carpet is not a defect and can be remedied by reinserting missing tufts by a qualified technician. 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. Temperature and humidity must be maintained within manufacturer specifications.

Despite every effort to accurately duplicate each product's color when shown on our website, actual colors may vary. Due to computer monitor resolution and color settings, subtle variations in color and surface texture may not be fully revealed when viewing products on our website. We make every attempt to give you a good representation of the available colors for each product available in our stores. For an accurate representation of product appearance, you should view a sample of the product in a store or request a sample of the product (if available) to be sent to your home.

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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 very fragile.

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.

**Squeaks:** The installers cannot repair existing floor squeaks or guarantee that any attempt to do so will be effective.

**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.

**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. The installers will exercise every care possible in removing and reinstalling molding, but we cannot be responsible for breakage because the condition of the molding is beyond our control. If you would like your old molding removed, please tell the installers. If you plan to paint or wallpaper, this should be completed after installation. New applied paint and wallpaper is especially susceptible to damage.

**Carpet Removal:** If you have wall to wall carpeting now, the installers will use your existing tack strip. If it is not reusable the installers will replace it at no charge. Please do not remove existing tack strip but do be sure to remove all staples used to secure cushion and carpet to the subfloor.

**Seams will be visible (carpet & vinyl only):** 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 depending on the type of carpet/vinyl, lighting, and direction of seam. Unless otherwise specifically set forth in your Contract, seams will be left to the discretion of the installer.

**Existing or subfloors not installed by Seller:** Installing new hard surface floors without the required sub-floor will void the installation warranty 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.

**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 Customer is able to remedy the structural issue.

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**Delivery & Installation:** Delivery and installation may be delayed because of reasons beyond Masters' control such as weather, production delays, shipping delays, fires, accidents, strikes, lock-outs, and governmental acts. Customer agrees that Masters is not responsible for delays or failures in delivery or installation.. Masters is not

responsible for any consequential damages or costs arising from the occurrence of any event as described in this paragraph.

Payment: Payment shall be made in accordance with the terms of the Contract.