

Quality

WOOD FLOORS

TERMS & CONDITIONS

EFFECTIVE 1-1-17

HOURS of OPERATION: Monday thru Friday 7:00am- 4:30pm Arizona Time

WILL CALL: Monday through Friday 7:00am – 3:30 pm

ORDERING: There are four options for ORDERING:

1. **ONLINE** on our website @ <http://qualitywoodfloorsinc.com/order-form>
2. **FAX:** to 623-445-1996 using your own Purchase Order or using our form found online <http://qualitywoodfloorsinc.com/wp-content/uploads/2013/11/QWF-WEB-Order-form-2016.pdf>
3. **E-MAIL:** your order to sales@qualitywoodfloorsinc.com or cs@qualitywoodfloorsinc.com
4. **PHONE:** Call in your order by phone to 623-594-5999.

The SALES ORDER number is the REFERENCE number for WILL CALL and FREIGHT pickup.

PRICING: All orders are taken full box only. No broken box policy.

All prices are subject to change without notice.

PAYMENT MEHTODS: We offer multiple payments methods for your convenience.

1. **CHECK BY FAX** – ACH -Free of Charge: Form is found on the website by clicking on the FORMS link. <http://qualitywoodfloorsinc.com/wp-content/uploads/2013/11/ACH-Form-1.pdf>
2. **CREDIT CARD:** VISA or MASTERCARD credit cards are accepted w/ a 2.5% Convenience Fee.
3. **OTHER:** DEBIT Card in person, CASH in person, Wire Transfer, Bank Transfer, Money Order, Cashier check, or Company Checks.

Past due payments are subject to 2.0% monthly interest charge **plus Collection Fees** and/or Court Fees if further action is taken.

Any account past 90 days is sent to Collections unless a payment arrangement is made in advance.

DELIVERY/SHIPPING: Please check our RATE sheet with our Customer Service Dept. for your state.

RETURN/EXCHANGE: There are NO returns/exchanges after 30 days from the invoice (shipping) date. All returned or exchanged materials must be accompanied by the original receipt and MUST be in its original unopened packaging.

Twenty five percent (25%) restocking charge applies to ALL returned materials.

There are no returns or exchanges on Special Orders. ALL RETURNS must have a RMA: Return Merchandise Authorization.

INITIALS

WARRANTY AND CLAIM PROCEDURES: Quality Wood Floors Inc. DBA QUALITY DISTRIBUTION A DISTRIBUTOR OF FLOORING AND RELATED ACCESSORY PRODUCTS DOES NOT PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO ANY PRODUCTS WHICH IT DISTRIBUTES. THE MANUFACTURERS AND SUPPLIERS OF THE PRODUCTS WE DISTRIBUTE PROVIDE THEIR OWN LIMITED WARRANTIES THAT ARE GENERALLY AVAILABLE TO OUR CUSTOMERS.

CLAIM HANDLING PROCEDURES: In the event of a possible manufacturer's defect with the product purchased from QWF., contact QWF representative or your salesperson with all the required information, including invoice date and number. THE UTMOST EFFORT WILL BE MADE TO RESOLVE THE CLAIM AS EFFICIENTLY AS POSSIBLE.

LIMITED WARRANTY AND DISCLAIMER OF FULL WARRANTY: Quality Wood Floor, Inc., is a re-seller of commercial products that have been designed and manufactured by other producers. If a warranty is offered by a particular producer for a specific product, the term(s) of such warranty are disclosed on or contained inside the packaging that contains such products; and Quality Wood Floors, Inc., will furnish for inspection a duplicate copy of such product warranty information to a purchaser upon request. Quality Wood Floors, Inc., expressly disclaims all warranty liability, both express and implied, including any implied warranty of merchantability or warranty for fitness for a particular purpose, with respect to any product designed or manufactured by any person or entity other than Quality Wood Floors, Inc. Quality Wood Floors, Inc., neither assumes or accepts, and prohibits any other person to assume or accept for Quality Wood Floors, Inc., any liability in connection with the sale of any product, material or device, or concerning the installation of any product, material or device, sold by Quality Wood Floors, Inc. Quality Wood Floors, Inc., shall not be liable to any purchaser for any consequential economic damages, or damages attributed to: physical damage to real or personal property, monetary damage(s) for loss of use, loss of time or delay, loss of profit(s), loss of income, or incidental damage(s) of any kind. As provided for by A.R.S. § 47-2316 B., there are no warranties by Quality Wood Floors, Inc., that extend beyond the description on the face of a product and on or inside its packaging, and Quality Wood Floors, Inc., excludes the implied warranty of merchantability.

ARBITRATION: Any dispute between the parties concerning the meaning, interpretation, or effect of any provision of this agreement shall be resolved by arbitration pursuant to Title 12, A.R.S., and if a party requests arbitration, the decision of the arbitrator shall be final and binding upon the parties unless the Superior Court of Arizona decides in a proceeding for confirmation of an award that there is just cause not to enforce this clause as a provision for binding arbitration.

ATTORNEYS' FEES: In the event of breach by either party that results in either arbitration or litigation in any court, this term constitutes a basis for an arbitrator or a court to grant reasonable attorneys' fees to the party who is determined to be the prevailing party, and award such attorneys' fees against the opposite party in the award or judgment.

DEALER'S RESPONSIBILITY: Dealer, installer/homeowner had the **final inspection responsibility** as to grade, color, factory finish and moisture content of the products at the time of delivery. The dealer/user should record the problems in writing and obtain the signature of our drivers, then, the dealer should contact Quality Wood Floors Inc IMMEDIATELY to notify us of the nature of the problem. Failure to do so might invalidate the claims. Dealer/buyer is **responsible for payment** for the products bought or ordered in conformity with the terms established between the two parties. Failure to pay in timely manner is a violation of Arizona Prompt Payment Act and may result in additional fees due imposed on buyer.

NOTE: We reserve the right to adjust prices, terms and conditions of this policy without further notices.

ACCEPTANCE (SIGNATURE)

DATE

ACCEPTANCE (PRINT NAME OF OFFICER)