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# CRAFTED SUPPLY CO.

## Crafted Supply Co. Terms and Conditions

Thank you for purchasing flooring and related products from Crafted Supply Company Inc. (“Crafted” or “we”). These Terms and Conditions apply to the sale of all Crafted products. Your purchase is your agreement to follow these Terms and Conditions and have them apply to you. We reserve the right to update or change these Terms and Conditions for future purchases at any time without prior notice. Because every floor is unique, you must obtain a written proposal from Crafted. The price quoted on all proposals is valid only for 30 days from the date of issuance, and only for the specific identified products.

**PAYMENT:** 50% of the invoice price must be paid when you place your order and, because we custom mill all orders, this deposit is NON-REFUNDABLE if you decide to cancel your order for any reason. Payment of the nonrefundable deposit will be considered your acceptance of Crafted’s proposal and these Terms and Conditions. The balance of the invoice must be paid in full with funds that have cleared, **no later than 7 days after the time of delivery**. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payments as a check transaction.

**SHIPMENT; RISK OF LOSS:** We will arrange to have your order shipped by common carrier to the address you specify, the costs of which are included in your invoice for you to pay. All shipments are free on board (F.O.B.) Shipping Point and all risk of loss and title transfers from Crafted to you upon delivery of the goods to the carrier for shipment; however, we will process on your behalf any claims against the carrier if your order is damaged or lost during shipment

**DELIVERY SCHEDULE; STORAGE FEE:** We will make all reasonable efforts to schedule shipment of your order on or before the date shown on your invoice (if any). If you postpone the original shipment date by more than 21 days, and your floor has been completed, you will be charged a storage fee of \$100 per week starting on the scheduled delivery date. If storage charges are incurred, these charges must be paid in full before delivery. Delivery dates are estimates and Crafted will not be responsible for shipment delays and any direct or consequential costs or damages caused by the carrier, your inability to accept the goods on the delivery date or other causes beyond our control (force majeure). Should you not accept delivery on the date agreed upon with the shipping company you will be subject to all applicable redelivery charges, storage fees and charges incurred for the cancelled delivery.

**ACCEPTANCE:** You must inspect the products at the time of delivery and notify the carrier immediately of any damage, which should be noted on the bill of lading. If the shipment does not conform to the sales order, you must notify Crafted in writing by email or phone (256)529-0056 within 48 hours of delivery. If neither of the foregoing steps is taken, the shipment will be deemed to have been accepted by you.

**RETURNS:** Returns of non-flooring products including stains, finishes, custom vents and wooden trim will not be accepted. All flooring is custom-made and may not be returned. Should you have any questions regarding your flooring after delivery, please contact your sales representative or Crafted customer support.

**SITE CONDITIONS: INSTALLATION:** You are responsible for ensuring proper site and storage conditions to avoid damage to the Crafted products and for proper installation. CRAFTED EXPRESSLY DISCLAIMS ANY

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RESPONSIBILITY FOR PROBLEMS DUE TO SITE AND STORAGE CONDITIONS OR IMPROPER INSTALLATION.

**WARRANTY; DISCLAIMER:** Crafted provides a standard limited warranty relating to structural integrity and refinishing only to the original retail purchaser and only upon the terms, and subject to the limitations, described in the Standard Limited Warranty and incorporated into these Terms and Conditions by reference (the “Warranty”). CRAFTED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITED REMEDIES:** If our products do not conform to Crafted’s express warranties and you meet the warranty conditions, then we will repair or replace the defective products at our option as described in the Warranty. Crafted is never responsible for any incidental, consequential, special or punitive damages.

**SAMPLES:** If we provide you with one or more samples, they represent the general quality of the wood flooring you can expect. Wood is a natural product and therefore you should expect variation in the character, actual color, texture, grain, knots and other features of the final flooring product you purchase. Therefore, the sample is not a warranty or representation and this is not a “sale by sample.”

**BROCHURES:** Information contained on our web site brochures or other sales materials is for general information only, and is not part of any offer or binding upon us. Crafted may change its web site and sales materials at any time without notice.

**CONFLICTING DOCUMENTS OR TERMS:** These Terms and Conditions apply to this purchase and may not be modified or amended except in writing by Crafted. Any additional or contrary terms proposed by you or contained in any other documentation are expressly rejected. As a manufacturer and supplier, Crafted is not subject to or bound by any construction contracts or agreements relating to the installation of the flooring

**SEVERABILITY:** If any of these Terms and Conditions are determined to be invalid or unenforceable by a court with jurisdiction, then such term will be modified or deleted to the extent necessary to make it enforceable, and the remaining Terms and Conditions will continue in full effect.

**GOVERNING LAW:** Your purchase and these Terms and Conditions will be governed solely by the laws of the State of Virginia, without application of conflict of laws principles.

**TIME FOR BRINGING CLAIM; MANDATORY ARBITRATION:** Any dispute arising out of the purchase of Crafted products must be brought within 1 year after delivery, and can be resolved only by mandatory and binding arbitration in Richmond, Virginia under the rules of the American Arbitration Association. YOU EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY AND TO ANY OTHER MANNER OF DISPUTE RESOLUTION IN ANY OTHER FORUM.

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**Crafted Supply Co:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_