

# FLOORED

NEW YORK

-Delivery of merchandise is contingent upon unforeseen circumstances, weather conditions, pandemics, strikes, lockouts, fire, accidents, and inability to obtain material, acts of government, acts of God, and other causes beyond our control. I understand that Floored New York is not responsible for damages for loss of profits or a reduction in the value of my property arising from a delay in Floored New York performing under this Agreement or a breach of this Agreement by Floored New York .

- Our labor and material are guaranteed; however, we cannot be responsible for problems arising from underlayment not installed by us or for the condition of the floor underneath the existing floor covering. If additional repairs are needed, they will be charged accordingly. Baseboards with vinyl plank flooring may have gaps between the bottom of the base and the floor. This is not a defect, but a natural characteristic of the base on uneven concrete or thicker flooring that was there prior. This is normal and due to floors not being 100% flat all the way around the edges.

-All flooring is first quality; however, snagging, shading, shedding, fluffing, or pile crushing are not manufacturing defects but inherent characteristics of all carpets. LVP, LVT, Luxury Vinyl Plank, laminate, wood, tile, and stone are natural products, and thus their patterns. No one piece of natural stone or wood is the exact same, thus the style, knots, cracks, colors, and shades vary from piece to piece, and this uniqueness is what gives them their style and character. Thus, all trim, transitions, and moldings will not match the floors but solely meant to coordinate with the style and color of the floor, due to the natural characteristics of real wood or stone. This is not a labor or manufacturer defect but an inherent characteristic of these products and thus we cannot be responsible. Names of trims, moldings, and transitions may not match the main product name, as they are privately labeled and cross-over from product to product. All woods and laminates will expand and contract with humidity and temperature changes sometimes creating gaps between planks. This is not a labor or manufacturer defect but an inherent characteristic of these products and thus we cannot be responsible. Flooring must be exposed to reasonable (normal 62-80 degrees Fahrenheit indoor temperatures and proper humidity year-round (no extreme temps) or non-warranted damage may result. Floored New York , offers a lifetime residential installation Guarantee (original homeowner & installation only, unless 1-time transfer approved), unless due to customer abuse, neglect, acts of God, improper cleaning, water damage, or other causes not related to improper installation. Including damages caused to vinyl or laminate from roller chairs. This will void the warranty/guarantee. Office chairs must have floor mats underneath them and Floored New York is not responsible for the damage that is caused by them- Floored New York , offers a limited Worry-Free Guarantee, where we will fix, clean, or replace boards one time during the customer's first year of flooring, after purchase, and after paid in full unless damage is due to flooding or water. While some products may be listed as water-resistant or waterproof, we cannot be held liable for damage to any water exposure. All other warranties are the responsibility of the manufacturer. Floored New York makes no warranty of any kind, expressed or implied, and makes no warranty of merchantability, or of fitness for any purpose. No employee, agent, or representative of Floored New York has the authority to bind Floored New York to any oral representation or warranty, or to waive, modify or vary any term, covenant, or condition of this contract. After the first year, there will be a \$65 co-pay processing fee for each service call including warranty repairs or adjustments. I understand that I should read Floored New York s written warranty for complete details of my warranty coverage and that the warranty is available for my complete review before I sign this agreement. I understand that the warranty will not be effective or enforced while a balance due remains outstanding on this agreement.

-Laminate or wood floors should not be cleaned with water as it may permanently damage the flooring and thus we cannot be responsible. Excessive humidity and/or moisture can damage floors and are not covered under the warranty of any kind.

-All wood, tile, and stone installation warranties exclude damages from asphalt driveways, indentations from high heels, scratches, and damages caused by chairs, tables, appliances, and other objects.

-Installation contractors will exercise every care possible in removing shoe molding and wall base but cannot be responsible for breakage or other damage as they become very brittle over time.

-Resultant damages — Floored New York assumes no liability for any resultant damage to premises, or materials located on the premises. Walls, moldings, and trim may be scratched or damaged due to the size of the material and installation procedure, including but not limited too; unintentional damage to landscaping, gas lines, electrical wiring, plumbing, telephone installations, or my personal property.

-Stipulated damages — if the customer cancels, rescinds, or otherwise terminates this contract after the expiration of the applicable cancellation period provided for in this contract and Floored New York incurs a cost in preparation and damages and/or restocking fees, the parties agree that the following formula is a reasonable estimate of the actual damages that Floored New York will suffer. If the customer cancels this contract, then the customer agrees to pay liquidated damages of 35% of the contracted total price. If a refund is to be issued, this will be done no earlier than 15 business days after the cancellation notice is received by Floored New York due to check clearance time, proper processing, and accounting procedures.

-When the installation is scheduled, you must move all fragile and breakable items such as antiques, aquariums, pianos, grandfather clocks, pool tables, computers, picture frames, candles, electronic components, valued items, etc., as we cannot be liable for damage or loss to these items or any furniture.

-Installers are not responsible for any damage to TV cables, telephone wires, alarm wires, water pipes, gas lines, or damage to water lines for toilets, appliances, sinks, etc. We do not disconnect gas or water lines attached to appliances or are we liable for them.

-Seams, direction, and installation of all materials will be left to the discretion of Floored New York and its installers.

-Seams are not invisible. If the customer insists on directing us of installation, Floored New York , will not warranty said material or item, and the customer will be solely responsible for the direct outcome that may come from it. Including, but not limited to, additional cost for additional material, product failure, or completed look. The customer will be responsible for any labor and additional cost to change, replace, move, or repair this problem.

-After installation, you should thoroughly vacuum the carpet (do this in two directions). This will help to bring the pile height to its fullness. However, due to pressure wrapping and shipping, the pile may be crushed and flattened and may require a few days to reach its full height and thickness. This is normal. Vacuum carpet and the crushing will disappear over time.

-In the event it becomes necessary for collection procedures, or to enforce any provisions of the contract, the customer agrees to pay actual and reasonable collection costs, interest (at 2 % per month), court costs, and reasonable attorney fees.

-The customer hereby waives his or her rights to all notices under existing New York mechanics lien laws, regulations, and statutes.

-Customer acknowledges that all installation and job completion dates, that are written on this contract or given orally, are estimates only and Floored New York 's failure to meet such estimated installation or completion dates is not a valid basis for cancellation of this contract or for monetary deductions of any kind from the agreed contract price. Customers cannot withhold funds due to delays. Floored New York , cannot guarantee work to be completed in an estimated timeline -No contracts are valid unless approved by an officer of the LLC and may be rejected by management at any time prior to installation. This contract may be subject to credit approval. All wear, product, and installation warranties are subject to rules and conditions stated on the website ([www.floorednewyork.com](http://www.floorednewyork.com)). See the website for all additional terms and conditions that are part of this contract.

-Customers cannot sue Floored New York in small claims court or other courts, as all suits must go to arbitration.

-ALL products, materials, flooring, and supplies, remain the sole property of Floored New York until the contract is paid in full.

-All moldings and materials brought to the customer's home or job site are sent to complete the full job. Aside from possibly 1.5 boxes or less, left as natural waste from the job and future repairs, all excess moldings, and materials are the sole property of Floored New York , LLC and belong solely to Floored New York . Excess moldings and materials DO NOT BELONG to the customer as they were not charged for them, therefore there are no monetary deductions allowed for it. Failure to allow returning of said materials to Floored New York , LLC can result in additional charges for materials to the customer and will be their sole responsibility.

-I agree that this agreement will be enforced under the laws of the state where the work is being performed. If any part of this Agreement is determined to be invalid or illegal, then I agree that the rest of this Agreement will still be valid and enforceable. We both understand that this Agreement and any attachments make up the entire understanding between us about the work Floored New York is doing. There are no other oral or written agreements or representations on which we are relying. We both agree that any change to this Agreement must be in writing and signed by us both; The interpretation of this agreement and this contract contains the entire understanding of the parties and is a complete and accurate statement of its terms and conditions

NOTICE OF RIGHT TO CANCEL DATE OF TRANSACTION \_\_\_\_\_  
YOU MAY CANCEL THIS TRANSACTION WITHOUT PENALTY OR OBLIGATION FOR ANY REASON WITHIN (3) BUSINESS DAYS FROM THE ABOVE CONTRACT DATE. ANY PAYMENTS MADE BY YOU SHALL BE RETURNED WITHIN 15 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. TO CANCEL YOU MAY MAIL OR DELIVER A WRITTEN SIGNED NOTICE TO THE SELLER. IF MAILED IT MUST BE POSTMARKED NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THE AGREEMENT. MAIL THIS CANCELLATION TO FLOORED NEW YORK 17 Lumber Road Suite #7 Roslyn, New York 11576

I have read the contract including terms and conditions and understand and agree to be bound by them, including paying COD (monetary balance) in full prior to installation by certified check, money order, or credit card only. There can be no verbal commitments by either party that can change these terms. I have received a completed and signed copy of this agreement including the notice and right of cancelation above.

Print Name \_\_\_\_\_

Signature & Date \_\_\_\_\_