### **AGREEMENTS**

## Product Variations / Inherent Traits

Customer is aware of inherent variation/traits within flooring surfaces detailed below:

### Wood

- Customer advised to care for flooring according to product warranty/maintenance brochure.
- Wood flooring is a natural product. It may change as a result of the conditions to which it is exposed including seasonal and environmental factors. Seasonal gapping due to the wood's expansion and contraction in heating and non-heating seasons may occur. Color changes due to aging or exposure to UV/sunlight may also occur. In addition, natural wood variations from board to board, like differences in grain, color, tone and knots, may exist. Furthermore, new or replacement flooring may not always match samples, printed color photography (including websites and catalogs), existing flooring or other wood products (such as cabinets, stair railings, trim and moldings) due to natural variations that occur by species, age, growing conditions, exposure to UV/sunlight and other factors. Consequently, these variations should be expected.
- Requires 48hr acclimation prior to installation.

### Stone

• Stone requires regular sealing required by customer only; Frank Hollinger Family Flooring will not perform sealing services.

## Tile

- The color, shade, and pattern of all tile varies to some degree from piece to piece and from production run to production run. These are specified as different dyelots. The variation is truly dependent on the manufacturers' quality control and increased time span between production dates. Dyelots should not be confused with Design Shade variation.
- In some tiles, these Shade variations are very slight (barely noticeable, overall solid tone/look) and in others they are very extreme (it might look like different color tiles in the same box). These shade variations are typically detailed from V1 (no visible variation from tile to tile) - V4 (substantial shade variation from tile to tile).

### Laminate

- Customer advised to care for flooring according to product warranty/maintenance brochure.
- Sample shades and/or design grains can vary from displayed sample.
- Customer is aware that only strong (3x tone difference) shade variation reasonable cause for claim establishment.
- Requires 48hr acclimation prior to installation.

# Luxury Vinyl Planks

- Customer advised to care for flooring according to product warranty/maintenance brochure.
- Sample shades and/or design grains can vary from displayed sample.
- Customer is aware that only strong (3x tone difference) shade variation reasonable cause for claim establishment.
- Some LVP requires (24hr-48hr) acclimation prior to installation.

## Additional Agreements:

- The product description of the flooring we are installing for you is detailed on your Invoice. By signing below you are indicating that you have reviewed the Invoice closely and that the details are correct. You also agree to the locations of installation detailed therein.
- For health reasons our contracted installers reserve the right to refuse to pull up urine soaked floors or for other hazardous conditions.
- Our contracted installers reserve the right to decline installation projects.
- Transitions are necessary for hardwood & floating floor installations allowing inherent movement of the flooring product; electing to install against parameters of product install guide could cause your flooring to buckle & un-install &/or cause breakage in your floor's locking system, as well as a plethora of alternate issues: We do not warranty labor on such installations.
- All company supplied products belong to Frank Hollinger Family Flooring until Invoice total is paid in full.
- Our installers are not licensed to remove/replace gas powered appliances. Nor are they licensed/insured
  for any plumbing work, cabinetry, glass shower door installations, etc.; essentially our installers are
  licensed & insured for only skills pertaining to floor-covering craftsmanship. A signed waiver will need to be
  contracted between property-owner & installer if other miscellaneous work is agreed upon (outside
  furniture removal/replacement & toilet resetting).

### Claims

- Frank Hollinger Family Flooring is a Dealer of flooring products; Frank Hollinger Family Flooring does
  Not form final decisions on claims. Frank Hollinger Family Flooring will work with customer throughout
  claims process solely as messenger.
- Aesthetic Manufacturing Defect claims can not be filed on installed flooring products.

## Additional charges

- We cannot be held responsible for unknown circumstances. For example, it is impossible to know if and how much leveling of a sub-floor may be required before the existing floor is removed. If leveling is required an additional charge will apply. Other such circumstances arise from time to time.
- If a particular pattern or detail (such as a shower niche or bench) is missing from this invoice, it has not been equated in your total & will not be installed. If you decide you would like to add to your existing project after initial order &/or installation has already begun, additional costs will accrue due to increases in product, materials, labor, and shipping.

- If customer decides to exclude particular planks/tiles from installation, production waste will increase: customer will be responsible of additional product costs (product, shipping fees, etc.)- Please note: customer Must specify intention prior to flooring installation.
- Frank Hollinger Family Flooring is not responsible for chips, dents or conditions of existing moldings, doors, jambs or fixtures. Frank Hollinger Family Flooring is not responsible for cutting doors.
- Frank Hollinger Family Flooring is not responsible for customer measurements.

Customer acknowledges and agrees to all statements/contracts detailed herein.

- Frank Hollinger Family Flooring is not responsible for manufacturer or shipping delays.
- Returns:
  - Customer responsible for 25% restock fee + shipping & handling if unsatisfied with original product selection after order placement. Frank Hollinger Family Flooring can Not return opened cartons of product to manufacturer/distributors.
  - Carpets can Not be returned. They are cut to order, and can not be canceled or returned after shipment begins.
- 3% Processing fee for Debit/Credit Card Payments
- 1.5% finance charge (18% per annum) will be charged monthly on overdue accounts. In the event the buyer defaults under terms of this agreement, Buyer to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

Signature:	Date:	