

# BAKER VALLEY FLOORS

34 Route 25 Plymouth, NH 03264

Phone: 603-536-4003 Fax: 603-536-7281 bvf@bakervalleyfloors.com

## CASH & CARRY TERMS and CONDITIONS

I/We, the purchaser, customer, hereby acknowledge receipt of this agreement by acceptance of Proposal.

It is agreed by Baker Valley Floors and the purchaser as follows:

1. **Purchaser** contracts Baker Valley Floors to furnish all items as described on the proposal for pick up buy the purchaser at Baker Valley Floors or otherwise agreed to in proposal.
2. Purchaser agrees to pay Baker Valley Floors **100% of the total proposal amount upon signing** the proposal and ordering or receiving any material.
3. **All Purchases Once Ordered are Final.** In the event the purchaser wishes to cancel this order and the vendor agrees to accept a return for the materials that have been ordered there will restocking fee of 20% restocking fee or more depending on the Vendor. **\*\*If the product is a special order or custom cut, it cannot be cancelled and the customer will be responsible for the entire cost of the materials. There will be no restocking of any materials after 14 days of delivery to Baker Valley Floors\*\***
4. **It is the responsibility of the customer to measure the space and order the correct amount of material.**
5. In the event of defects in material, purchaser shall notify Baker Valley Floors within 2 days of taking delivery of the product. Purchaser shall inspect packaging for damage prior to departing Baker Valley Floors or immediate upon receipt of product. Baker Valley Floors liability hereunder shall be limited to replacing defective material.
6. **Baker Valley Floors shall not, under any circumstance be liable for any defects caused by improper Installation, transport by customer, or other damage occurring post-delivery to customer.**
7. **Installation Instructions & Maintenance guidelines shall be followed to maintain warranties.** Baker Valley floors may provide these; however, it is the responsibility of the purchaser to ensure proper installation and maintenance are completed in accordance with manufacture instructions/guidelines.
8. If the purchaser is buying a natural stone or product, **no two pieces are alike.** Variation in color and veining are inherent in the product.
9. If the purchaser is buying ceramic or porcelain tile, please note the majority of product has shade and dye lot variations. Purchasing accent pieces such as bullnose or others will not be the same dye lot and color may vary. Some products may have significant variation tile to tile and differ from the samples. Baker Valley Floors suggests that you dry lay the tile before actually installing to account for any adjustments.
10. Hardwood flooring is a product of nature and will vary in appearance from board to board. All hardwood floors will change color when exposed to light and air, especially exotic woods.
11. Purchaser hereby acknowledges receipt of the installation guidelines.
12. This agreement is made under and shall be governed, constructed, and interpreted by, and enforced in accordance with the laws of the State of New Hampshire.

**If you have any questions please do not hesitate to ask. Once we have received a signed copy of your proposal and your deposit, we will work to get your material here as soon as possible.**