

McKinney

3100 Alma Rd. McKinney, TX 75070
972-540-6600

www.builderscarpet.net

Dallas

1404 Slocum St. Dallas, TX 75207
469-206-7620

**Terms and Conditions**

Your purchase is subject to the terms and conditions of Builders Carpet and Design Center, Inc. which are set forth below. Please read them carefully. By signing this agreement, you acknowledge that you have reviewed your Proposal for any discrepancies and understand and agree to the terms and conditions of purchase. All terms, conditions, warranties, and guarantees are applicable to the original purchaser or original homeowner (if purchased through a general contractor). Warranty is void if the purchase price is not paid in full.

Proposal

- Proposals are written to Builders Carpet and Design Center, Inc. representatives or estimator's best knowledge and are made on the assumption that the sub-floor for the project is solid, level, and in good condition.
- Subfloor problems or additional floor preparation, which are not foreseeable at the time of measuring, will be brought to your attention and any additional cost will be added onto the balance owed.
- Proposals are valid for 10 business days from date of issuance and are not subject to change. If additional work is requested or added to a project, a change order or new proposal will be issued.
- Builders Carpet and Design Center, Inc. cannot be held liable for quantity disputes when measurements or quantities are provided by the customer.

Payment

- **Material Only:** Payment in full is required to place an order.
- **Material & Installation:** A deposit for materials, or an approved credit application, is due upon acceptance of a proposal unless otherwise authorized by Builders Carpet and Design Center, Inc. Payment in full is due at the completion of installation or within 2 business days of final invoicing.
- Any invoices not paid after 30 days will be assessed a finance charge of 1.5% per month or an annual rate of 18% on the unpaid balances.

Orders/Delivery

- Any Proposal to purchase materials is subject to the availability of materials and acceptance by the manufacturer or distributor.
- Any delays caused by manufacturer's production or shipment will not result in penalties to be paid by Builders Carpet and Design Center, Inc. Your sales representative will notify you of any products that have expected delays.
- At times, delivery may be delayed because of reasons beyond the control of Builders Carpet and Design Center, Inc. such as weather, accidents, acts of God, or governmental acts. You agree that Builders Carpet and Design Center, Inc. will not be held responsible for delays or failures outside of our control.

Buyer Initials: _____

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Returns and Cancellations

Builders Carpet and Design Center, Inc. orders many of the flooring products we carry straight from the manufacturers or from their distributors. We do not stock but a few installation supplies. See below for important details regarding the cost for returns to the manufacturer/distributor.

- Returns are subject to a 25% restocking fee plus the freight charges to return the material to the manufacturer/distributor. Minimum \$75 restocking fee required.
- All returns must be discussed and approved with your sales representative within 30 days of your initial purchase.
- All returns must be in original unopened boxes. Installation, use, or open boxes constitutes acceptance and will not be returned.
- Cancelled order charges are dependent if materials have left the manufacturer or distributor's facilities. If the materials have already left their warehouse, you will be responsible for all charges incurred to return the flooring materials.

Product Warranty

- Manufacturer product warranties are included with any purchase that is made through Builders Carpet and Design Center, Inc. (with or without installation being provided).
- The warranties are covered by either a manufacturer, a product distributor, or both in accordance with the warranty statement provided on the product sample, manufacturer literature, or the manufacturer's website.
- Builders Carpet and Design Center, Inc. will act as a mediator, within reason, in the instance of a manufacturer product defect that results in a warranty claim. Please contact your sales representative to start a claim.
- For information regarding specific product warranties, please contact your sales representative.

Warranty Exclusions

- Dye lots on all materials may vary in accordance with industry and manufacturer standards. Dye lots may have a variation from the product sample or manufacturer website images.
- Product damage caused by improper installation by another contractor, improper maintenance, water, excessive humidity, furniture scratches, or other improper use will not be reviewed by the manufacturer or a Builders Carpet and Design Center, Inc. representative.

I acknowledge that I have read and agree to the terms and conditions set forth by Builders Carpet and Design Center, Inc.

Signature: _____

(Buyer)

Date: _____