

Affordable Carpet & Wood

Terms & Conditions

Payment Terms. Net due immediately upon completion of the work performed for the Customer. A finance charge of 1.5% per month (18% per annum) will be added to all amounts remaining unpaid 30 days thereafter. Customer agrees to provide a 50% deposit for all material(s) ordered, which is non-refundable if the order is cancelled.

By placing such deposit, Customer expressly authorizes Affordable Carpet and Wood, Inc. (hereinafter "ACW") to order and/or purchase the material(s) and acknowledges and agrees to all of the Terms and Conditions contained herein.

Third-Party Purchase. Should Customer choose to have an independent contractor or agent purchase the material(s) listed in the invoice on Customer's behalf, Customer hereby acknowledges, agrees to, and guarantees that it will make payment to ACW for such materials, even if Customer makes payment to its independent contractor or agent for such materials and the independent contractor or agent fails to make payment to ACW.

Special Order Material. Customer acknowledges that dye lots often change when purchasing material at separate times or in mass quantities, meaning, depending on the dye lot, the colors of the material may vary. Customer also acknowledges and accepts that natural variations in color between the wood and wood trim are common. ACW shall not be responsible for these variations or changes in color.

Installation. Customer acknowledges that the occurrence of dust during the installation of the materials is a normal occurrence. As such, should Customer choose to have ACW, or one of its subcontractors, install the materials listed in the invoice, ACW will not be liable for damage from such dust or normal construction activity. Customer shall pay for and be responsible for taking all steps to cover and protect any and all items on the property from damage due to dust and any other normal construction activity during installation. Additionally, because ACW uses independent contractors to install the materials, ACW cannot guarantee a specific starting time for the installation each day. As such, Customer shall be available on installation day(s) to provide access to ACW or its subcontractor(s) to Customer's property.

Customer acknowledges and agrees that ACW shall not be responsible for any damage to icemakers, icemaker lines, appliances, gas lines or electric wires that were not moved, identified and/or protected by the Customer prior to installation of the floor.

In the event other trades, including plumbers, carpenters and electricians, are required for ACW to perform the installation of the materials, Customer shall be responsible for hiring and paying other trades for such work.

ACW shall not be responsible for any costs to trim doors due to changes in the elevation of the floor caused by the installation of new flooring materials.

Acclimation. Customer acknowledges that certain flooring materials, commonly hardwood, laminate and vinyl, may need to become acclimated prior to being installed. As such, Customer agrees to maintain the temperature and humidity levels in accordance with the manufacturer's instructions for such materials and agrees to make available space to store such material within the installation area.

Warranty. ACW warrants its installation and/or the work of any of its subcontractors against all deficiencies and defects in workmanship and agrees to satisfy the same for a period of one (1) year from the date the Customer begins using the products installed for their intended use, the date of Substantial Completion of the Project, or the date the Certificate of Occupancy is issued, whichever occurs first.

ACW is not responsible for problems due to inclement weather, or unforeseen circumstances that cannot be mitigated prior to installation. This includes hurricanes, floods, and other acts of nature.

ACW does not warrant or guarantee, either expressly or impliedly, the materials or products provided and invoiced to the Customer. Customer's sole warranty, if any, for material or products purchased from ACW will be supplied by the manufacturer of the material or products. Customer is advised to review all manufacturer's product data for products purchased for a detailed description of the manufacturer's warranty.

Arbitration. Any dispute between ACW and Customer arising in any manner from the Invoice, including but not limited to, work performed by ACW or one of its subcontractors, and/or material(s) purchased by ACW shall be resolved by arbitration pursuant to the American Arbitration Association, Construction Arbitration Rules & Mediation Procedures.

Choice of Law and Venue. This Contract shall be construed in accordance with the laws of the State of Florida. The parties agree that the venue of any such litigation or dispute resolution process shall be in Duval County, Florida.