

## TERMS AND CONDITIONS OF SALE

## Z030

Signature of Zandur Sales Order confirms that you are an authorized representative of the purchasing company and you have read, understand and agree to the terms and conditions set forth in this document.

**Less than Minimum Charge:** Orders Less than \$500

- a. Flooring: \$100 Less Than Minimum Charge
- b. Non-Flooring Related Products: \$50 Less Than Minimum Charge

**Deposits:** A 50% deposit is required on all orders for non-standard and/or custom products and for orders where value exceeds credit limit. Production will not begin until deposit is received.

**Overage:** All orders for flooring material may ship with up to 5% overage that will be invoiced at standard price. Less than minimum quantity orders may ship with up to 10% overage.

**Lead Times:** Up to 10-12 weeks depending on product. Contact Zandur for specific lead times.

**Storage:** Orders are scheduled to ship within 1 week of order ready date. In the event customer wishes for Zandur to delay shipment of material, storage charges will accrue at a rate of 2% of order value per month which will be assessed on a monthly basis at the beginning of each storage month. A two week grace period will be allowed from order ready date.

**Freight:** Freight is quoted based on commercial delivery to a facility with a loading dock unless otherwise specified. Amount indicated on sales acknowledgement is an estimate ONLY. Actual freight charges will be applied on invoice at time of shipment.

1. **Accuracy of Order:** It is the sole responsibility of the customer to verify that Zandur's order confirmation is accurate, specifically regarding color, pattern, dimensions, quantities and/or finishes. Signature on order acknowledgement indicates acceptance of materials, quantities and all other information noted. Zandur accepts no liability for errors in shipments when shipped according to signed order acknowledgment.
2. **FOB:** Prices FOB Washington, VA 22747 unless specified otherwise.
3. **Late Charges:** Finance and late-payment charges are applied to account the day following invoice due date. Finance charges are 2.5% per month. For invoices where no payment is made within the specified terms, a \$100 late-payment charge will be applied for every month no payment is received in addition to finance charges
4. **Forms of Payment: Check, Visa, Mastercard, ACH, Wire Transfer.** Payments made on a credit card will be incur a 3.5% convenience charge. **Domestic wires are charged \$20.00 per transfer, International wires are charged \$40 per transfer.** Any additional transfer fees are the responsibility of the transferring party. Returned checks will incur a charge of \$40.00.
5. **Terms:** Customers that have had no activity with Zandur in the past twelve months will have accounts established with pre-paid terms and must either submit a credit application or make payment in full prior to shipment. Credit applications are only processed for orders greater than \$2,500. Orders less than this amount must be pre-paid unless customer has existing Net 30 terms. Initial orders for new Net 30 accounts require a 50% deposit. Upon credit approval and receipt of deposit, the order will be shipped and the balance placed on a Net 30 account. Upon satisfactory payment performance on first order, customer terms will be set at net 30 and deposits will not be required for future orders within credit limit.
6. **Custom and Non-Standard Item Orders:**



**Prepayment:** Custom orders require non-refundable 50% deposit at time of order. Lead time quoted begins from the date pre-payment is received by Zandur.

**Overage:** Orders may ship with overage as noted above. Customer agrees to pay for any such overage.

- 7. **Color & Pattern Variance:** Customer accepts and understands that variance may occur between submittal and marketing samples compared to materials shipped to fill an order.
- 8. **Cancellation:** Orders may not be cancelled after order acknowledgement is signed. Orders for custom and non-standard products may not be cancelled. Customer is liable for full invoice amount on non-cancellable or non-returnable items as well as any disposal, freight or storage charges incurred due to refusal of shipment. Unless specified as stock, standard or Zip-Ship on order confirmation, material shall be considered custom and non-cancellable.
- 9. **Return Policy:** Returns are only accepted on materials within 30 days of invoice date on unopened packaging in saleable condition and are subject to a 50% re-stocking charge. Reimbursement will only be made in the form of company credit. Refunds will not be given under any circumstances. Returns of partial orders are not accepted. **Adhesives, finishes and other maintenance products are not returnable.**

**Returns are only accepted on:**

- **Flooring in standard dimensions.** Standard Rubber and Cork Rubber Dimensions are 1m x 1m. Standard Cork Dimensions are 12" x 36".
- **Orders less than 2500 ft<sup>2</sup>.**
- **Stock Products as specified on Zandur Stock Listing Form.**

Returns must be accompanied by a Zandur RMA code. Customer is responsible for return freight and any damage incurred during shipping. Return must be properly packaged according to industry standards suitable for LTL motor freight. Returns must be shipped via pre-paid freight and insured. Returns that do not comply with the above will be refused.

- 10. **Credits and Refunds:** Any credits given to customers must be used within 12 months of issue date. Credits will be void past that period.
- 11. **Lead Time:** Lead time is based on average production and transit time. In the event a deposit is required on an order, lead time begins from the date of deposit receipt. Ship date on order acknowledgement will be adjusted accordingly. Delays resulting from, but not limited to production, transport, customs and weather can occur. Zandur accepts no liability for any such delays. Unless guaranteed freight transportation is ordered by customer, no credits, discounts or other concessions will be provided by Zandur as transit times are not guaranteed. Freight guarantees are provided by freight companies. Terms and conditions of such guarantee will be provided to customer upon request.
- 12. **Color Lotting and Shade Variance:** Zandur flooring contains significant natural content. As a result, slight shade variance is inherent and considered desirable due to the natural subtleties created in the floor layout. Zandur does inspect and segregate materials to limit such variance to an acceptable level. As a result, your shipment may contain separately packaged, individual color lots. While these lots may typically be installed together and are within accepted variance, we suggest that they be installed in separate areas if possible.
- 13. **Adhesives and Installation Products:** Zandur or its' agents make adhesive or installation product recommendations based upon standard practices and procedures, not based upon specific site conditions. Therefore, the final determination as to which adhesives and/or installation products are appropriate is the sole responsibility of the customer. Zandur accepts no liability for the selection and/or use of incorrect adhesives.

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Authorized Signature

\_\_\_\_\_  
Name (printed)

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Date