



## Purchase, Shipping, & Return Policy

### **Measurement and Quantity.**

Flooring is only sold per whole box or bundle – never in parts. The buyer will be charged for the exact footage shipped. The buyer is responsible for taking measurements before purchasing; PurezaWood is not liable for errors in measuring. PurezaWood always reserves the right, in its sole discretion, to limit the quantity or products sold.

### **Delivery and Lead Times.**

Delivery dates provided are always estimates. PurezaWood cannot guarantee precise times of delivery, due to varying availabilities with respect to the manufacturing process; PurezaWood will communicate changes as required. The buyer should not schedule installation until products are received. Products should be examined upon receipt. Any shortages, damages, or concerns should be communicated to PurezaWood immediately upon receipt of the purchase. The buyer should preserve the “mill code” information from boxes in which the products are delivered.

### **Returns and Exchanges**

All sales are final. There are to be no returns or exchanges under the following circumstances:

- a) Opened boxes and/or special or “custom” orders, unless the product is deemed defective or damaged.
- b) Clearance items, closeout sales, final sales, “odd lots,” and special deals, for any reason.
- c) Tools without original receipt of purchase.

When PurezaWood approves an exception for a return or an exchange, the product must still be in original, manufacturer condition, and the product must have remained properly kept. Installed product may not be returned or exchanged for any reason, as installed product is considered accepted and acceptable by the buyer. All initial shipping and delivery charges are non-refundable. All shipping and delivery charges consequent to the initial purchase (e.g., for returns and exchanges) remain the sole responsibility of the buyer.

Subject to these terms, any product deemed defective may be exchanged prior to installation, within ninety (90) days of receipt. Returned checks are subject to the maximum fee allowed by law.

Refunds on cash or check purchases will be refunded by check within three to five (3-5) weeks. Refunds on credit card, debit card, store credit, or gift card purchases will be credited back to the account and tender type used for the respective purchase within three to five (3-5) weeks.

### **Limited Warranty and Other Limitations.**

PurezaWood will specify warranty information with each product. Products may or may not have a limited warranty. Any such warranties, if applicable, are PurezaWood's sole and exclusive warranties for the respective product.

All other warranties of any kind, whether express or implied, are disclaimed, except to the extent such warranties cannot be validly disclaimed under any applicable laws.

PurezaWood may, in its sole discretion, fully and completely resolve a claim with respect to a manufacturer's defect by provision of store credit.

Except to the extent specifically prohibited by law, PurezaWood is not liable and the buyer waives any claim for indirect, incidental, or consequential damages resulting from or with respect to PurezaWood's sale of any product. Under no circumstances may any liability of PurezaWood resultant from or with respect to the transaction exceed the total cost of products invoiced and paid for by the buyer.

### **Assumption and Waiver of Liability.**

Regardless of any actions, advice, and/or assistance provided by PurezaWood, including but not limited to loading a vehicle by hand or forklift, which PurezaWood - when staffing allows - may but is not obligated to provide, the buyer is solely responsible for the loading and securing of any product in/on/to a vehicle, for the safe transportation, and for the unloading of product at the end destination, and any injury or damage to person, property, or product resultant thereto is the sole responsibility of the buyer. The buyer is solely responsible for ensuring and confirming proper vehicle capacity is not exceeded and that the load is properly distributed and secured to prevent product movement.

The buyer releases, waives, and discharges PurezaWood and all its employees for any cost, claim, damage, expense, and/or loss and must indemnify, save, and hold harmless PurezaWood and all its employees from any cost, claim, damage, expense and/or loss related to or resultant of loading, securing with respect to the vehicle, transportation, and unloading of product.

### **Warning.**

Products are heavy and difficult to maneuver. Products can easily exceed a vehicle's load capacity. The buyer should always use safe lifting techniques and a minimum of two able-bodied people. Incorrect or improper loading, transporting, and unloading of products can result in serious injury, vehicular damage, impaired visibility during driving, interference with driving, decreased or loss of vehicular stability, and/or products falling from the vehicle.

## **Appropriate Use of the Product.**

The buyer is solely responsible for determining the fitness and suitability of the products for the buyer's intended use. The buyer must be sure that:

- a) The products are only used for what they were designed and supplied.
- b) Any and all third parties who use or might be affected by the products are given full, plain warning of any and all hazards associated with them. Safe working practices are to be made known, adopted, and complied with by the buyer.
- c) Original warning notices, if any, displayed on the products are never to be obscured or removed.
- d) Any and all third parties agree, also, not to obscure or remove such warnings. The buyer assumes all responsibility for any damage, injury, or loss to individuals or property resultant or related to the use of the products, either on their own (i.e., the products alone) or in combination with other products.

## **Prohibited Resale.**

The buyer may not resell any products purchased from PurezaWood to any third parties, without express and prior written consent from PurezaWood.

However, this acceptable consent is only provided that the buyer may resell in the event that either (a) those third parties are purchasing from the buyer with the buyer intending to install the products or (b) those third parties are general contractors purchasing the products from the buyer for the sole purpose of incorporating the products into projects with their (i.e., the general contractors') customers or clients, and also provided that the buyer does not purchase the products for purposes of either retail or wholesale sales to the public (including, without limitation, through storefront locations and/or via the Internet).

If the buyer is indeed authorized to resell the products, then (a) PurezaWood is not responsible or liable and the buyer waives any claims against PurezaWood for damages resultant or related to any products sold by the buyer to a third party, (b) the buyer acknowledges and agrees that the buyer is not authorized to act as an agent of PurezaWood, and (c) the buyer does not convey any representation or warranty on PurezaWood's behalf with respect to the products beyond those that may or may not be provided by PurezaWood in writing.

## **No Intellectual Property Licenses.**

It is understood that there is no express or implied license granted to the buyer with respect to any past, present, or future trademarks, trade names, trade dress, copyrights, patents, or any other intellectual property rights.

## **Export Compliance.**

PurezaWood is not responsible for the exportation of any of PurezaWood's products on behalf of the buyer. PurezaWood is not to be listed on any documentation of export. The buyer

(including agents, affiliates and principals of the buyer) represents and warrants that neither the buyer nor the country of destination has been, nor is the country of destination currently, designated as a, nor is it associated with any, party or country designated or recognized on any restricted list maintained or utilized by the U.S. government or any of its agencies, bureaus, or other organizations.

If the buyer is authorized to resell products, then (a) the buyer must comply with all rules, regulations, and laws applicable to such resale of products and/or any use, movement, or transfer of the products purchased in connection therewith, including, without limitation, the Export Administration Regulations of the United States Department of Commerce and any other U.S. economic sanctions and export control laws and regulations, and (b) the buyer must not disclose, use, export or re-export, directly or indirectly, any information provided by PurezaWood or the "direct product" thereof as defined by the Export Control Regulations of the United States Department of Commerce, except in compliance with such regulations. Without limitation to the aforementioned, the buyer must not, without first obtaining permission to do so from the appropriate governmental agencies, export, transship, or divert any products into any country that is subject to embargo or to any persons who are specially designated nationals of such countries.

For clarity, the buyer must notify PurezaWood in the event that the buyer obtains any such consent from a governmental agency. The buyer must fully cooperate with PurezaWood in any official or unofficial audit or inspection related to the export control laws or regulations of the U.S. government.

### **Force Majeure.**

PurezaWood is not liable for non-performance of the products due to acts of God, acts of the buyer, war declared or war undeclared, terrorism or other criminal conduct, fire, flood, weather, sabotage, strikes, governmental requests, supplier interruption, or any other events or causes beyond the reasonable control of PurezaWood.

### **Personal Information.**

Providing personal information is voluntary. Providing personal information is not a condition of a sale but no exchange, return, or warranty is permitted unless the buyer provides PurezaWood with the buyer's name, address, and telephone number at the time of purchase. The buyer's information is entered into the contact list of PurezaWood. The buyer may opt out of this list by contacting PurezaWood, whether by telephone or by email.

Products on the invoice are those offered and sold by PurezaWood. For written copies of limited product warranties, installation instructions, removal from the contact list, or any additional information with respect to the purchase, installation, or the products of PurezaWood, please visit [www.purezawood.com](http://www.purezawood.com) or contact the Customer Care Department at (800) 366-4204. All other comments and questions may be directed via email to [sales@purezawood.com](mailto:sales@purezawood.com).

### **Governing Law.**

These terms are governed by, and construed in accordance with, the laws of Illinois. The United Nations Convention on Contracts for International Sale of Goods does not apply. The buyer and PurezaWood hereby irrevocably consent to exclusive jurisdiction of, and venue in, State or Federal courts located in the Northern District of Illinois.

### **General Provisions.**

These terms and conditions of sale constitute the entire agreement between the parties and supersede all other communications between the parties relating to the products. PurezaWood's quotations are offers that may only be accepted in full. No modification or objection may be caused by PurezaWood's receipt, acknowledgment, or acceptance of purchase orders or other documentation containing different or additional terms. No waiver by either party with respect to any breach or of any right or remedy and no course of dealing, may be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy. There are no intended third party beneficiaries.