THE FLOOR STORE

111 - 425 Stanford Avenue East,
Parksville, BC V9P 2N4

Email: thefloorstore@gmail.com

Phone: 250-954-3640

The Floor Store's "Terms of Contract" and Quote Acceptance

As stated in our quote it is the consumer's or the builder's **responsibility** to ensure that all products and/or colors in our final quote match your final selection. As sometimes several products and/or colors are being considered, please go over it in detail and **notify us right away** if changes are needed. **We cannot be held responsible** for wrong product being installed if it is stated in our quote.

As we cannot be responsible for the existing structural, or later maintained condition of your home/jobsite, please be aware of all the following. Upon our arrival at any job site, we will wish to start work immediately. For us to give you, as the customer, the best price possible, ***anything***, other than installation of our products, will be considered an extra to our contract. This includes any kind of ***floor leveling***, even if we are installing a subfloor.

Site conditions & preparation for all jobs: ***Adequate lighting, heat & power is needed, moisture levels must be within the manufacturer's product's tolerance and a protected dry workspace for cutting (**dust warning**) is required for hard surface installations. The entire work area must be structurally sound, level and flat, clear of all debris and vacuumed cleaned.***

This includes all existing substrate conditions or problems that may arise needing attention after the removal of existing materials, and floor preparation. Some, but not all examples are ***irregularity and existing unevenness,*** movement, humidity levels and/or moisture content. Other items that you will look after are furniture moving and/or shifting, baseboard, appliance, toilet, dishwasher removal and/or replacing. Any hidden wires, plumbing or pipes (in floor heat or plumbing) cannot be our responsibility, even if you advise us.

Unless quoted, we are not responsible for door removal or baseboard removal/reinstall. It should be noted that we are not carpenters or painters. Therefore, if ***any*** doors, baseboards or trims need cutting, trimming, adjusting and/or filling and painting, you, the customer, will have to make the extra necessary arrangements on your own. We are not responsible if you are not happy with the door clearance of your new floor coverings. We cannot be held responsible for any breakage or damage to doors, baseboards or walls.

Toilets, dishwashers and ice makers need to be removed/disconnected by a **professional plumber**. This is the consumers' responsibility. We can arrange this for you, at the cost of the consumer.

Site conditions such as room humidity levels and temperature, substrate conditions, (hidden or visible), moisture content, any clean up, as well as any floor filling and/or preparation considered, "more than normal" are all issues that are your responsibility. Our products are topical, not structural, therefore any unevenness and/or out of level will either show through or prohibit us from doing a proper job. If you are the general contractor, you must ensure that your job site is ready for when you schedule us to show up. Trip or clean up charges may apply if we do show up when asked and are unable to begin our work due to the current site conditions.

Any substrate products that we have not supplied and installed, (or existing on renovations, this includes concrete), that we are installing our materials over, are also your responsibility. Because there is such a wide variety of substrate products available, you are responsible for approving the quality of the substrate products that you purchase, as well as supervising the manufacturer's written instructions for installation of those products. You must

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understand that ***the end result is only as good as the surface we are covering***, and all your substrate materials must be installed over surfaces that are structurally sound, flat and level, square and dry. Please ask if you are uncertain.

Payment

50% deposit is required, unless previously discussed, and a contract has been drawn up and signed by both parties on a standard B.C. Construction document. On large or multi-room projects we will progress invoice with a 10% holdback. All invoices due upon work completed. There is a 2% interest charge that is added to any outstanding balance every thirty (30) days after the invoice date. If payment is extended past 40 days, we may exercise our right to lien the job. All lien costs, title search and administration charges shall be considered as an extra to the contract and added to the account.

Warrantee Work

As an industry standard, we offer a one-year warranty (from the invoice date) on our labor services provided. The manufacturer's warranty their materials of your products selected. In the event of a manufacturer's claim, or warranty work regarding flawed materials or labor, nothing will be considered unless the invoice has been **paid in full**. Non or short payment of any invoice will void all warranties on all products.

Although we strive to do top quality workmanship and we inspect our work, sometimes something is missing. If a product has been installed and a manufacturing or workmanship issue should become noticeable, we must be informed **immediately**, or the claim may be refused by the supplier and/or ourselves. Flawed products or workmanship issues do require repairs to be done, but they do not warrant replacement of an entire job or short payment of the contract amount.

In the event of a service call, such as a carpet re-stretch, board replacements or a manufacturer's claim, we cannot be responsible for room modification work done in the affected areas, such as baseboards installed ***after*** our flooring installation. We also are not responsible for moving any furniture or appliances, but we will assist when able.

Any furnishings or fixtures requiring dismantling, moving and reassembly are the customer's responsibility. These include beds, entertainment systems, bookcases, computer stations, and dining room hutches, pianos, aquariums, exercise equipment, pool tables and wood stoves. Furniture moving will be charged as an extra cost. We are **not responsible** for any damage if asked to move these items.

There are some problems that may occur in the home that we have no control over, and are not considered claims against ourselves, or our suppliers. Improper maintenance, use of certain cleaners and/or accidental spills are only some, but not all. Other examples are as follows below.

Wood stoves and fireplaces can cause extreme heat on the adjacent floor coverings causing them to fail, i.e., carpet can loosen or delaminate, hardwood can buckle, etc. High or low humidity in the home and/or moisture in the crawlspace will cause hardwood to expand and/or contract, leaving gaps or causing it to "cup" or "dish". High humidity and/or moisture can also cause underlayment to swell causing their seams to show through in vinyl, or cause carpet to loosen, delaminate and wrinkle. A crack in a slab home may telegraph through into vinyl, crack or loosen ceramic tile, make a hollow sound under a "floating floor", or cause unevenness in all flooring. Unless the substrate for

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entries and framework for Jacuzzi tubs, showers and fireplaces is properly built, ceramic tiles may in time pull away, loosen or crack and fail. To avoid most problems, there are solutions, and they are the end user's, customer's or builder's responsibility to inspect.

Products selected

Because there are several products that are suitable available for every application, it is important that the selections made are right for your needs. This applies more for commercial projects, and products, than it does for residential. Therefore, in all cases, if a project is brought before us to quote, with specific products in specific areas, you are deemed to be a professional for the products requested, knowing all the benefits, as well as the drawbacks, of all the products specified throughout.

*****Dust warning*****

The floor preparation required, installation and /or removal of some products can cause dust. This can be within your home and/or outside depending on the scope of work. Although we will take precautions to contain it, dust can be an issue. If there is anything specific to be protected and covered it's best that you do it yourselves to ensure its protected properly.

Cancellations and Returns

If the customer wishes to cancel an order, freight charges and restocking fees may apply.

These fees will vary from supplier to supplier, and the size of the piece of material may also have a determining factor in their restocking fee, if it is returnable. If uncertain, please ask for details.

Materials that have been ordered, and have been cut and awaiting shipping, may also be subject to a restocking or cancellation fee. These fees again will vary from supplier to supplier.

Updated May 2, 2023