



Lions Floor Sales Policies, Terms and Conditions

Effective from November 17th, 2020

Thanks for your business. To enable us to serve you better, please read the following Sales Policies, Terms and Conditions carefully.

A signed copy must be returned to us for your order processing.
This the terms of this Policy are incorporated into the terms of every sale.

Will Call Hours: Monday to Friday from 8:00am to 4:00pm PST

Office Hours: Monday to Friday from 8:00am to 5:00pm PST
Saturday by appointment

Price: Price quote subject to change without notice up until time of purchase.

Orders:

- Confirm price(s) when you receive a copy of the sales order for your purchase order.
- Confirm date needed and identify if order is for will call or delivery.
- Provide your preferred form of payment. See the Payment section below for what forms of payment are acceptable.
- Any orders placed and not picked up and/or paid for under the terms of the invoice within 10 business days will be voided and the inventory made available. Be advised that if the Product is specially manufactured for you, Lions Floor may require you to pay full invoice price.
- In the case of back orders, these will be fulfilled on a first in, first out basis.
- The ETA of any product given by Lion Floor CSR will have a +/- 1 to 3 days window.
- Orders with special price consideration will need to be placed via email directly to your assigned Lions Floor sales representative.
- Promotional, clearance and sale items are at once will call or delivery and are to be completed no later than the following business day. These items cannot be held/reserved. All sales of these items are final, no exchange, credit or refunds.
- Industry standards allow variations in color/dye lots, +/- 0.25 of thickness and a 0.5% defective rate of resilient rigid core vinyl. It is recommended to order an additional 8-10% material for installations cuts and future needs.

Deliveries:

- FOB Lions Floor Warehouse located in Santa Fe Springs, California. For deliveries, the shipping costs quoted below may change without warning depending on current third-party shipping rates.
- Within 50 miles radius: \$50 flat rate to commercial warehouse, available for next day delivery.
- Within 51-100 miles radius: \$80 flat rate to commercial warehouse, available for up to 2-day delivery.
- For residential deliveries within a 100 miles radius: \$150 flat rate applies. Delivery dates are by appointment only and will be confirmed with the consignee in the morning of the scheduled delivery. The residential deliveries are only for "curbside".



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- Any commercial warehouse delivery, without a forklift present and available, will be considered as a curbside/residential delivery and the \$150 fee will apply.
- Driver will wait up to 15 minutes for off-loading on deliveries. If the consignee is not present to receive the delivery, it must be rescheduled. The driver will continue on with their route and the delivery fee will still apply.
- Accounts with COD terms need to have corresponding payment available upon/prior delivery to begin the off-loading process. Failing to have payment available will result in reschedule of the delivery with added delivery cost.
- Requesting a change of delivery address after business hours or the morning of the delivery can result in a delayed delivery or having to be rescheduled to another day.

Will Call:

- Daily Will Calls at Lions Floor Santa Fe Spring Warehouse close at 4 pm.
- In case of authorized will calls, the assigned individual needs to have the following information available for verification purposes: business name, sales order number
- Pallets will be provided upon request and when available.
- Quantity, quality and accuracy of your order fulfillment is the responsibility of the individual(s) picking up the order prior to leaving. Lions Floor accepts no liability for discrepancies of an order after having been accepted, nor signature for the order being fulfilled as accurate at the time of pick up.
- Changes or adjustments to a sales order at the time of will call requires customer confirmation of the revised order.

Payment:

- Cash, checks-both physical or scanned, credit cards, bank transfer and money orders are accepted.
- Use of credit card payment incurs 2.5% fee.
- Guarantee. If you are a business entity such as a limited liability company or corporation purchasing in the entity name, we, at our sole discretion, may require your owners to sign a personal guaranty of performance.
- N.S.F. checks are subject to a \$35.00 charge.
- Credit applications are required to proceed for application of Credit Terms; Terms subject to credit insurance approval.
- Any past due payments are subject to a 15% interest charge per year. Any incurred collection cost and / or attorney's fees will be added to the past due balance.
- Title of the sold goods remains in the name of Lions Investment & Trading Inc. until full payment is received.

Return Policy:

- All return request must be approved prior by Lions Floor management. Acceptance of a return will allow Lions Floor to inspect the material and determine if a credit can be processed.
- All returns must be complete in good conditions, damaged or open boxes will not be accepted. Up to two boxes can be opened solely for the purpose of inspection.



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- Refunds can only be made to the original purchaser.
- A handling/restocking fee of 25% will be applied on any approved returns dated 30 days past ordering.
- Moldings are non-returnable items.
- Promotional, clearance, discontinued and custom order items are sold as "ALL SALES FINAL".
- Out of State Accounts are responsible for pre-paid freight cost of the return.

Claims:

You must inspect the Products you are purchasing as soon as possible upon delivery or receipt for defects or shortages of any kind. Claims must be made within 10 days of purchase. Any claim inquiries begin by completing the "Inspection Request Form" found at <https://www.lionsfloor.com> under "Resources". Complete the form and forward to info@lionsfloor.com along with any pictures or other documentation. A Lions Floor representative will follow up with you.

Installation:

It is the responsibility of the contractor/installer and homeowner to determine that the job site conditions and subfloor are environmentally acceptable for the installation of Lions Floor products. Lions Floor declines any responsibility for failures resulting from or connected to job site damage, sub floor or deficiencies after flooring has been installed. We recommend wood/laminate installations follow the National Wood Flooring Association (NWFA) & the North American Laminate Flooring Association (NALFA) and their guidelines, methods and standards. For Resilient (Rigid core/SPC-waterproof) we recommend following the guidelines, methods and standards set out by the Resilient Floor Covering Institute (RFCI).

Warranty:

There are no warranties given except as stated or as implied by law as limited on our website

Other:

Time is of the essence in the performance of this Agreement.

Integration. This document, when signed by the Parties, contains all of the agreements between the Parties with respect to the transactions contemplated and supersedes all prior agreements or understandings among the Parties.

Waiver. No Party shall waive a provision by prior failure to enforce such provision.

Amendment. This Agreement may only be amended in a writing signed by authorized representatives of the Parties.

Severability. If any part, provision, representation, or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.

Force Majeure. No Party shall be liable, in respect to any delay in the non-performance of any term or condition of this Agreement directly or indirectly resulting from delays by Acts of God; acts of the public enemy; strikes; lockouts; riots; power failure; water shortage or adverse weather conditions; or other causes beyond the control of the Parties. In the event of any of the foregoing, the time for performance



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shall be equitably and immediately adjusted, and in no event shall any Party be liable for any consequential or incidental damages from its performance or nonperformance of any term or condition of this Agreement. The Parties shall resume the completion of work under this Agreement as soon as possible subsequent to any delay due to force majeure.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California without regard to any conflicts of law provisions and shall benefit and be binding upon the Parties and their respective successors and assigns. The courts within the County of Los Angeles shall have exclusive jurisdiction to adjudicate any dispute arising out of the validity or interpretation of this Agreement. The Parties consent to personal and subject matter jurisdiction in such courts and waive the defense of *forum non conveniens*.

Attorney fees. In the event of any dispute arising under this Agreement, the prevailing party in any arbitration or lawsuit shall be entitled to costs and reasonable attorney fees.

I HAVE REVIEWED THE ABOVE INFORMATION AND UNDERSTAND IT AS STATED.

Signature

Date

Company Name