

## MAC DAVIS FLOORING - TERMS & CONDITIONS

All products offered by Mac Davis Flooring (the “Company”) are sold and provided to you (the “Buyer”) subject to the following terms and conditions (the “Terms”). Buyer understands and agrees that Mac Davis Flooring fulfills all orders subject to these Terms, and the Company would not supply any products without the Buyer's agreement to them. By ordering and accepting product(s) from Mac Davis Flooring (the “Product(s)”), the Buyer acknowledges and agrees to be legally bound by these Terms. These Terms apply to all purchases of Products or Services, whether or not signed by the Buyer.

PLEASE READ THESE TERMS CAREFULLY BEFORE PURCHASING ANY PRODUCTS OR SERVICES OR USING OUR WEBSITE.

### Section 1: Payments

- (a) All prices, discounts, and promotions posted by the Company are subject to change without notice. The price charged will be the price in effect at the time of order placement and will appear on your sales receipt. Posted prices do not include taxes or delivery charges.
- (b) Payment terms are at the Company’s sole discretion. Unless otherwise agreed in writing, payment must be received before acceptance of an order.
- (c) No variation of an order or these Terms is binding unless agreed to in writing by authorized representatives of both the Buyer and the Company.

### Section 2: Delivery

- (a) The Company will arrange delivery through an outside freight carrier. Delivery charges vary and will be outlined in the sales order.
- (b) The Buyer is responsible for offloading products from the freight carrier upon delivery.
- (c) Title and risk of loss transfer to the Buyer once the order is handed over to the freight company.

### Section 3: Refunds, Returns & Inspections

- (a) All sales are final. Returns are not guaranteed but may be considered on a case-by-case basis at Mac Davis Flooring’s discretion.

- (b) The Buyer must promptly inspect all products upon delivery. If a manufacturing defect is identified, the Company will cover return costs and file a warranty claim.
- (c) If a defect may not be covered under warranty, the Buyer must submit a return authorization form. Manufacturer defects will be covered; non-manufacturing defects will not be reimbursed.
- (d) Returned products (other than those with verified manufacturing defects) may be subject to a restocking fee.
- (e) Installation of any product constitutes acceptance of that product.

#### Section 4: Warranty

Mac Davis Flooring does not provide warranties for products it distributes. All warranties are provided solely by manufacturers or suppliers.

#### Section 5: Governing Law & Jurisdiction

Any claims arising out of or related to this Agreement shall be governed by Massachusetts law and adjudicated exclusively in Massachusetts courts.

#### Section 6: Dispute Resolution

Any claim or dispute between you and Mac Davis Flooring related to your purchase will be resolved exclusively and finally through binding arbitration administered by the American Arbitration Association.

#### Section 7: Assignment

The Buyer may not assign any rights or obligations under these Terms without written consent from the Company.

#### Section 8: No Waivers

Failure by the Company to enforce any provision of these Terms does not constitute a waiver of rights.

#### Section 9: Third-Party Beneficiaries

These Terms confer no rights upon any person other than the Buyer and the Company.

#### Section 10: Notices

(a) Notices to the Buyer are effective when sent to the provided email.

(b) Notices to the Company must be sent to the contact information listed on the Company's website.

#### Section 11: Severability

If any provision is deemed invalid, it will be severed without affecting the remaining Terms.

#### Section 12: Entire Agreement

These Terms, the applicable Sales Order, and any manufacturer warranties represent the full agreement between the Company and the Buyer.