

Terms & Conditions

Your purchase is subject to the normal terms and conditions of sale which are shown below, including but not limited to all conditions and notes additionally listed on your quote and sales order. Please take the time to read them carefully.

Quotes, all quotes are valid for 14 days from date of issue. After 14 days Bigelow Flooring has the right to change the quote based on market conditions.

Installation of hardwood, laminate, ceramic, and vinyl requires preparation of the subfloor. The costs for this subfloor preparation may not be included in the estimate because these costs can only be determined upon site inspection. Additional labor and materials may be required upon inspection after removal.

Please plan to be home the entire day your installation is scheduled as we cannot guarantee a specific starting time. Every effort will be made to complete your installation in a timely and professional manner; however, we are not responsible for ancillary or consequential damages or any other expenses, e.g. time lost from work, hotels expenses, meals, inconvenience, etc that may occur from unforeseen delays in materials or installation.

Customers who pick-up merchandise at the showroom are served on a first-come, first-served basis. Wait times may vary. Bookings are available but you must specify a date and a time block within 1 hour. For example between 10am and 11am.

Merchandise that is picked up will be in cartons and require assembly. Please be sure that the size of your vehicle will accommodate the size of the merchandise to be picked up. Bigelow Flooring is not responsible for loading and tie-down of merchandise or the safe transportation of merchandise to your home. Damage that occurs during loading or transit is not covered under the warranty, nor can we accept returns on the merchandise.

Installation

Deposit of 50% of quote is required to order material.

The removal of squeaks is never a guarantee.

Customer is required to maintain heating, cooling, in a range of 60F to 80F and 35% to 50% humidity. Should the customer have a claim, it is the responsibility of the customer to provide documented proof to the manufacturer of their specification, quality, and frequency that these parameters were maintained. Failure to maintain these parameters voids the flooring warranty.

No warranty on flooring installed over radiant heat, with the exception of tile installed over Schluter Ditra Heat, which includes a warranty provided by Schluter Systems.

The painting and caulking of baseboards, casings, trims, and others are to be arranged by the homeowner after installation and not the responsibility of Bigelow Flooring.

Customer must clear proposed work area of obstruction prior to the installer arriving on site.

Installer will only move dishwashers, toilets, vanities after a plumber arranged by the homeowner prior to installation date has disconnected all plumbing. There is an additional charge to move these items, if they are not itemized on your quote specifically then they are not included.

Assume plus/minus an extra day to any given installation schedule.

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Unforeseen items are common in construction. Upon any unforeseen situation, Bigelow Flooring will notify customer of changes in cost. It is the customer's decision to agree or not, in which case the contract may be terminated if Bigelow Flooring cannot continue. Quotes of removal are estimates based on what is assumed to be under the existing flooring, if additional work is required it will be at the customers' expense.

If Bigelow Flooring Installers are to move furniture as part of the contract, they will not remove clothing, china, hardware, antiques, pianos, pool tables, electronics, or any small items. They also will not assemble or disassemble any pieces. Installers will only remove pieces of furniture that have been emptied of their contents.

Customer must be available at end of the installation process for the inspection of premises.

Installation balance required immediately after completion of installation. Customer gives consent for their credit card to be charged the full balance unless other arrangements are made in writing.

Customer agrees that the remaining balance of the Contract Price after payment of the deposit shall be automatically charged to the same payment method used by Customer to pay the deposit without any additional notice to Customer as the different categories of the Work are completed by Bigelow Flooring. These payment methods may include credit card, debit card, bank account, or any other billing information. Customer specifically authorizes Bigelow Flooring to auto-bill the credit card, bank account, or any other billing information used by Customer to pay the deposit. BY EXECUTING THIS AGREEMENT, CUSTOMER IRREVOCABLY AUTHORIZES AND CONSENTS TO THE AUTOMATIC BILLING PROVISIONS SET FORTH HEREIN.

Should the balance be unable to be settled, the customer agrees by signing this document that Bigelow Flooring has a valid claim against the customer for failure to pay for materials supplied or services performed and may enforce this claim by filing a lien against customers property.

Customer shall pay interest on all past-due amounts at the rate of eighteen percent (18%) per annum until the past-due amount is paid in full. Customer shall also pay an additional fee of ten percent (10%) for any amount: (a) not paid to Bigelow Flooring when due; or (b) paid by Customer via credit card if the credit card issuer later rejects or refuses to make the payment or Bigelow Flooring is later required to reimburse the credit card issuer.

The Parties shall mutually agree on dates for Bigelow Flooring to commence and complete the Work.

Notwithstanding the foregoing, the Parties acknowledge that the Work may be delayed as a result of issues and events beyond Bigelow Floorings's control, including but not limited to delays in producing, procuring, delivering, or installing products where the delay is caused by differences with or among workmen, strikes, lockouts, labor disturbances of any kind, riot, war, fire, earthquake, flood, weather conditions, acts of God or the public enemy, insurrection, sabotage, embargo, epidemics, government interference, changes in the law, regulations or government policy, delays in transportation, inability to procure materials and equipment, inability to secure power or transportation, timing of deliveries from Bigelow Flooring's vendors or suppliers, and delays in performance by subcontractors. Accordingly, Bigelow Flooring shall not be responsible nor liable to Customer for any losses or damages of any nature in connection with any delays in the commencement, performance and/or completion of the Work, including but not limited to any actual, direct, indirect, compensatory, consequential, incidental, liquidated, expectation, general, special, pecuniary, exemplary, or punitive damages.

Installation is guaranteed to be free from workmanship defect for 1 year from initial installation date.

The following additional conditions are not considered installation-related problems and are not covered beyond this limited-installation warranty:

Carpet: visible seams normally required for installation.

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Tile flooring: tile and grout cracking due to subfloor deflection or foundation settling.

Hardwood flooring: gapping between boards and moisture-related issues.

Laminate flooring: moisture-related issues.

Vinyl flooring: visible seams normally required for installation.

Material warranty is provided by material manufacturer or distributor. Bigelow Flooring will act as your agent to secure the best possible outcome for you, our client, in the event of a material warranty claim. However, Bigelow Flooring cannot be responsible for material defect or claim in the event the manufacturer claim is denied or beyond what the manufacturer offers.

Product Color

Color match to samples will vary from dye lot to dye lot. Buyer agrees to accept color variances that fall within industry-established ranges. Shading, pooling, water marking, shedding, fluffing or pile crushing do not constitute manufacturing defects. These are inherent characteristics of all pile fabrics. Missing tufts in looped carpet is not a defect and can be remedied by reinserting missing tufts by a qualified technician. Hardwood, cork, and bamboo are natural materials that will have color variations such as variations from heartwood to sapwood, mineral streaks, and variations in the grain. Temperature and humidity must be maintained within manufacturers' recommendations to avoid excessive expansion and contraction.

Despite every effort to accurately duplicate each product's color when shown on our website, actual colors may vary. Due to monitor and resolutions settings, subtle variations in color and surface texture may not be fully revealed when viewing products on our website.

Returns

No returns for opened boxes. No returns/cancellations for custom and special orders. No returns/cancellations for ordered carpet or sheet vinyl. Only products normally in stock at Bigelow Flooring and in unopened cartons can be returned within 30 days of purchase date.

Restocking fee of 25% and return shipping if applicable shall be the responsibility of the customer.

Customer is responsible for the following:

Verification of Materials. Customer shall verify the accuracy of the materials identified in the Contract, including but not limited to, as applicable: cushion, sub-flooring, transition moldings, wall moldings, grout color, grout type, and flooring material.

Verification of Installation Direction. Customer shall verify, as applicable, the plank and/or tile installation direction (straight, diagonal, custom pattern, etc.).

Jobsite Conditions. Many hardwood and laminate floors must be stored in the areas to be installed prior to installation to allow for acclimation. Temperature and humidity must be maintained within the manufacturer's specifications during acclimation, installation, and after installation. Failure to maintain proper temperature and humidity may cause permanent damage to flooring. Customer shall be responsible for damage to flooring caused by Customer's failure to maintain proper temperature and humidity for the flooring within the manufacturer's specifications during acclimation, installation, and after installation.

Permits, Laws and Regulations. Customer shall procure and pay for any and all local, provincial, or federal permits, inspections, and fees imposed directly or indirectly in connection with the Work, as well as any laws and regulations.

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Installation Date. Customer shall arrange for a responsible adult to be at the jobsite for the entire day of installation and shall provide Bigelow Flooring with access to electricity, washroom, and water (for tile and vinyl installation only) throughout the installation process.

Clear Path. Customer shall clear a path from the jobsite's point of entry to the location where the product shall be placed. Prior to delivery Customer shall also clear all rooms which shall be affected by the product or its installation.

Tuning Pianos and Leveling Pool Tables. Customer shall tune pianos and level pool tables even if the Contract provides that Bigelow Flooring shall move the piano and/or pool table. Bigelow Flooring shall not disassemble or reassemble pianos or pool tables.

Carpet Removal. Customer shall remove all staples used to secure the cushion and carpet to the subfloor, but not the existing tack strip if Customer is replacing wall-to-wall carpet. Bigelow Flooring shall reuse or replace the existing tack strip depending upon its condition. Unless disposal is specifically quoted, the customer will be responsible for disposal of carpet.

Ventilation. Customer shall properly ventilate areas where new flooring products are installed for at least fourth-eight (48) hours after installation to avoid exposure to fumes and odors.

Product Use. Customer shall not resell or sublicense the materials identified in the Contract and shall only use them for Customer's own personal use. Any distribution of the materials identified in the Contract is strictly prohibited.

Customer agrees that material overage of approximately ten percent (10%) is required for certain materials in order to cut, seam, and trim the materials. The amount of the materials ordered, and the installation charges are based on the amount of material needed to complete the Work and not necessarily on the installed amount. Customer shall pay for any material that must be ordered if additional material is needed to repair or complete the Work due to inaccurate measurements without regard to whether the inaccuracy is attributable to Bigelow Flooring.

Customer agrees that Bigelow Flooring may discontinue any product at any time without notice to Customer, and that all sales to Customer are subject to product availability. Customer shall be notified as soon as possible if a product ordered by Customer is unavailable due to a miscalculation of Bigelow Flooring's available inventory, and Customer's sole remedy shall be a refund of the purchase price of the unavailable product. Bigelow Flooring may, with or without prior notice to Customer: (1) limit the available quantity of or discontinue any product; (2) bar Customer from making any or all transaction(s); (3) refuse to sell products to Customer; and (4) limit quantities on orders placed by the same user (or account), the same credit card, or orders that use the same billing and/or shipping address.

Cancellation

If Customer seeks to cancel the Contract more than three (3) days after executing the Contract but before commencement of the Work, then Customer shall pay to Bigelow Flooring thirty-three percent (33%) of the Contract Price plus any applicable freight charges and restocking fees plus any amounts paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order. Customer may not cancel the Contract after commencement of the Work.

Limitations

In no event shall Bigelow Flooring have any liability to Customer, whether as a result of breach of contract, warranty, tort liability (including negligence), statute, common law, equity, strict liability or otherwise, and whether arising before or after the completion of the Work, for any indirect, consequential, incidental, liquidated, expectation, general, special, pecuniary, exemplary, or punitive loss or damage of any kind or nature whatsoever, including but not limited to damage to or loss of use of property, loss of profits or revenues, lost data or goodwill, and cost of purchased or replacement products, arising out of or in any way relating to this Agreement or the

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Work. Should the customer commence any legal action against Bigelow Flooring, the Customer agrees that any action against Bigelow Flooring based in contract or warranty shall be commenced within eighteen (18) months of completion of the Work.

Customer also agrees that Bigelow Flooring shall not be liable under any legal theory for any damage of any kind or nature whatsoever with respect to the following:

Dust. The flooring installation process may generate a considerable amount of dust that cannot be contained to the Work area. Bigelow Flooring is not responsible for dust relating to or resulting from the Work. Customer is hereby warned to take adequate measures to protect Customer's belongings and health from dust.

Squeaks. Bigelow Flooring cannot repair, and is not responsible for, existing floor squeaks, nor can Bigelow Flooring guarantee that any attempt to repair such squeaks will be effective.

Doors. Bigelow Flooring is not responsible for cutting doors. Bigelow Flooring may remove doors to install flooring, but Bigelow Flooring is not responsible for damage to doors or for replacing doors if the Work does not provide adequate clearance for the doors.

Walls & Baseboards. The condition of existing walls and molding is beyond Bigelow Flooring's control. In addition, the flooring installation process may result in stain or other materials coming into contact with walls and molding such as baseboards. Accordingly, Bigelow Flooring is not responsible for damage to walls or molding relating to or resulting from the Work. Customer is responsible for any such damage and touch-up work. Customer is hereby warned to apply new paint and/or wallpaper after (rather than before) Bigelow Flooring performs the Work.

Carpet and Vinyl Seams. The visibility of seams is dependent upon the product, lighting, and seam direction. The adequacy of Bigelow Flooring's efforts to conceal seams shall be left to the sole discretion of Bigelow Flooring, and Bigelow Flooring shall not be responsible for claims that the seams have not been properly concealed.

Sub-floors and Underlayment. Installing new hard surface floors without the recommended sub-floor and underlayment will void the installation and product warranties set forth above. Bigelow Flooring is not responsible for issues arising from the floor structure or underlayment to the extent that the installation of these items was not part of the Work.

Pre-existing Structural Issues. Bigelow Flooring is not responsible for concealed structural issues, including but not limited to termite or water damage to the sub-flooring, which may be discovered after commencement of the Work. If concealed structural issues are discovered, the Work shall be suspended until Customer remedies the structural issue.

Customer Responsibilities. Bigelow Flooring is not responsible for claims or damages relating to or resulting from Customer's performance or failure to perform, as applicable, any of the Customer Responsibilities set forth above. Bigelow Flooring is also not responsible for claims or damages relating to Bigelow Flooring's movement of Customer's personal property.

Delays. Bigelow Flooring is not responsible for claims or damages relating to or resulting from delays in the commencement and completion of the Work.

Product Use. Bigelow Flooring is not responsible for claims or damages relating to or resulting from normal wear and tear, product misuse or abuse, product modification, improper product selection, non-compliance with any laws, or product misappropriation.

Hazardous Substances. Bigelow Flooring is not responsible for damages relating to or resulting from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead based products or other hazardous substances.

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Maintenance. Bigelow Flooring is not responsible for damages relating to or resulting from Customer's failure to provide reasonable maintenance, including but not limited to cleaning, sealing, painting and/or caulking the materials, as well as clearing debris from gutters or roofs.

Third-party Actions. Bigelow Flooring is not responsible for damages relating to or resulting from the installation, removal, repair, reinstallation, painting, or adjustment of the Work by third parties, or from any other acts or omissions of third parties with respect to the Work.

Other Causes. Bigelow Flooring is not responsible for any damage caused by occurrences beyond the control of Bigelow Flooring, including but not limited to settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, weathering, corrosive effects of salt air and chemical pollutants, fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquakes, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution.

In addition, Bigelow Flooring's liability shall in all cases be limited to the amount of the Contract Price actually paid to Bigelow Flooring for the Work giving rise to the claims asserted against Bigelow Flooring. Customer further agrees that Bigelow Flooring's officers, directors, shareholders, members, managers, affiliates, agents, attorneys, successors, and/or assigns shall not be personally liable for any claims or damages with respect to the Contract or the Work. Customer knowingly and intentionally relinquishes any claims or damages that are inconsistent with the liability limitations set forth in this Section of the Terms and Conditions.

INDEMNIFICATION

Customer covenants and agrees to indemnify, defend, protect, and hold harmless Bigelow Flooring and its officers, directors, shareholders, members, managers, affiliates, agents, attorneys, insurers, successors and assigns from and against any and all claims, damages, actions, liabilities, costs and expenses resulting or arising from the acts or omissions of Customer, including but not limited to any breach of this Contract.

NEGATIVE STATEMENTS

The Parties acknowledge that customer reviews may be used for improper purposes such as to extract unjustified and unwarranted advantages, benefits, and concessions. Accordingly, Customer covenants and agrees to never disseminate or publish, orally or in writing, a review relating to the Bigelow Flooring, the Contract or the Work that is unlawful, defamatory, libelous, slanderous, harassing, abusive, obscene, or is clearly false or misleading.

ENTIRE AGREEMENT

The Contract, including these Terms and Conditions and the documents incorporated herein, constitutes the entire understanding between the Parties hereto with respect to the subject matter thereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written.

MODIFICATION

The Contract may not be superseded, modified, waived, amended, or changed except by a written instrument signed by the Parties.

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