

Terms and Conditions

These terms and conditions (the "Terms") govern the use of the products and services provided by PCM Floors LLC (hereinafter referred to as "PCM Floors") and constitute a legally binding agreement between PCM Floors and any individual, entity, or organization (hereinafter referred to as the "Owner/General Contractor") accessing or utilizing PCM Floors' products or services. By accessing, browsing, or using PCM Floors' products or services, the User acknowledges and agrees to be bound by these Terms. By accessing or using PCM Floors' products or services, the User agrees to be bound by these Terms in their entirety. If the User does not agree to these Terms, they must refrain from accessing or using PCM Floors' products or services. PCM Floors reserves the right to modify, amend, or update these Terms at any time without prior notice. The User's continued use of PCM Floors' products or services following any such modifications constitutes acceptance of the revised Terms. It is the User's responsibility to review the Terms periodically to ensure they are aware of any changes. PCM Floors provides flooring materials sales and installation services. The specifics of these services are detailed in separate agreements, contracts, or proposals between PCM Floors and the User. All content, trademarks, logos, and intellectual property rights associated with PCM Floors' products and services are the property of PCM Floors or its licensors. The User may not use, reproduce, distribute, or modify any of PCM Floors' intellectual property without prior written consent. In no event shall PCM Floors be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of its products or services, including but not limited to loss of profits, data, or business opportunities, even if PCM Floors has been advised of the possibility of such damages. The User agrees to indemnify, defend, and hold harmless PCM Floors and its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the User's use of PCM Floors' products or services. Terms shall be governed by and construed in accordance with the laws of State of Florida. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Orange County, Florida. These Terms constitute the entire agreement between PCM Floors and the Owner/General Contractor regarding the subject matter herein and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between the parties. In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: Engineered or solid wood floors are made from real wood, not a manufactured imitation. Because wood is a natural material, every piece of wood flooring will have a unique appearance, often with naturally occurring variations in color, texture, and grain pattern. Showroom samples and photographic reproductions of any floor covering options we provide, including but not limited to engineered or solid wood, luxury vinyl, sheet vinyl, carpet, ceramic, porcelain, and stone, can give an example of the product's appearance but they may not be representative of the full range of color, texture and grain variations which can occur in the product itself. The images on our website or social media outlets are provided for reference only and should not be used as the sole basis for choosing a particular style of flooring. Customers should view actual product samples before making a purchase decision. Prior to any floor covering installation, customers should examine the product carefully to ensure it meets their expectations for appearance and quality. Flooring that has been installed will be deemed to have been inspected and accepted by the customer. All floor coverings will naturally undergo a change in color when exposed to the ambient light in a home environment. Generally, colors become richer and grain patterns more harmonized. The effect will vary by species. As the floor covering industry is constantly being improved and expanded, product availability and specifications are subject to change without notice. Customers are advised to confirm all product specifications with their PCM Floors account manager prior to purchase. Product selection may vary by area. All baseboards, moldings and trims are furnished and installed primed white, painting is still required by a professional painter or others. This is not covered by PCM Floor flooring or trim/molding installation. Additional charges may apply. Paint touch ups are for labor portion only, owner/general contractor must provide the paint to be used. should owner/general contractor require/request PCM Floors furnishing of paint, owner/general contractor must provide physical sample swatch with proper specifications including but not limited to brand, style, sheen or color of paint, additional charges will include the actual cost of the materials (paint) plus a twenty-five percent (25%) mark up to cover any additional expenses, this fee is non negotiable. Drywall touch ups assume a standard orange peel texture for walls and knock down texture for ceilings. Any touch ups are not guaranteed to be invisible. There may be a height difference on door casings, door jambs, and interior/exterior doors when existing flooring is removed and new flooring is installed, please note that a trim carpenter may be needed if further adjusting is desired by homeowner or needed to ensure proper functionality, this is not covered by PCM Floors installation. Additional charges may apply. We are not responsible for brittle or outdated piping, supply lines or shut off valves in or around toilets/sinks. If your home is more than five years of age, we may require said parts to be replaced. This is not covered by PCM Floors toilets handling and additional charges may apply. All transitions and trim are to be color coordinating (not matching) Owner or General Contractor understand that because most trim/floor moldings are manufactured by a third party some products may be considered color coordinating and not color matching. A 10%-15% waste factor is included on all orders leaving anywhere from 1/2 to 4 boxes of product for attic stock. Attic stock is not returnable/refundable. All special orders, clearance or marked down products are non-returnable/refundable. All sales are final. There is a 35% re stocking fee in addition to shipping and handling costs on any stock/returnable items/products including but not limited to baseboards, quarter round, shoe molding, transitions (of any kind) flooring material, setting materials, grouts or adhesive. All trim/transition/transitions are required by manufacturer or industry standards in order to ensure proper expansion gap, should homeowner decided for aesthetic reasons not to use them, a min 1/8"-1/4" gap will be allowed against any unmovable object/structure to compensate for expansion, this gap will be filled/covered with a color coordinating silicone/caulking, please note, it is color coordinating at the installers discretion and not color matching to the flooring due to flooring shades variations. If furniture handling charges apply, Owner or General Contractor understand and agree that all electronics must be completely unplugged/disassembled prior to our crews arriving on site. Furniture handling charges include moving one or multiple times all pieces of furniture as needed to perform a successful installation. Oversize items must be disassembled by others prior to our crews arriving on site. All fragile/personal items must be removed, boxed, or stored away by others prior to our crews arriving on site. PCM Floors is not responsible nor liable for any broken, damaged or missing items. Should Owner, General Contractor, Customer or home occupant fail to move or remove any small items , fragile items, breakable items or valuable items when work crews arrives, at Owner, General Contractor, Customer or home occupant's risk and onsite crew/s at their discretion will be able to assist in moving these items in order to expedite the process, additional charges will apply and automatically added to the final invoice, Owner, General Contractor, Customer or home occupant assume all liability and responsibility for the condition of any small items , fragile items, breakable items or valuable items before, during or after handling, Owner, General Contractor, Customer or home occupant agrees to indemnify and hold PCM Floors harmless from any and all claims, actions, liability, loss, damage or expense (including, without limitation, reasonable legal fees on a substantial indemnity basis) with respect to any suit, claim, demand or other proceeding (whether in contract, tort or otherwise) arising out of or relating to furniture or appliance handling services. PCM Floors is not liable or responsible for the condition of any items before, during or after the contracted work is completed. Should owner or general contractor opt out of

furniture handling services by PCM Floors, owner or general contractor assume all responsibility to always have labor ready during the process of existing flooring removal or new flooring installation as deemed necessary by PCM Floors. Failure to have someone ready, PCM Floors will automatically add furniture handling charges to final invoice and will not be responsible nor liable for any damaged, broken or missing items including but not limited to small items, fragile items, breakable items or valuable items, big, large or any oversize items. PCM Floors does not move/remove any permanently fixed/attached items (including but not limited to dressers, shelving, closet systems, etc.) to any un-movable structure by one or more screws, nails, anchors, etc. Owner, General Contractor, Customer or home occupant understands that some items including but not limited to pianos, grand pianos, grandfather clocks, refrigerators, washing and drying machines, etc., may require adjustments, tuning or other alterations and assume all liability and responsibility to ensure this is done after completion of the work, This is not included on furniture handling charges and PCM Floors assumes no liability nor responsibility. In the event of any claims or concerns are brought up to PCM Floors' attention in regards to any furniture, appliance or items small or large handled by PCM Floors during the contracted work period, customer is obligated to produce at time claim solid proof beyond a reasonable doubt that proves the condition of the item in question before the first day PCM Floors' arrival, any claims may be evaluated at PCM Floors' discretion however no liability is assumed or implied as PCM Floors is not responsible nor warrants the condition of any items/personal belongings before during or after the agreed upon product or service is furnished/complete. Owner, General Contractor, Customer or home occupant is responsible to make sure pets and any minors (children under age of 18 years of age) are kept away or locked up from all areas affected by work performed before and during the entire duration of the project, it is not the responsibility of PCM Floors to ensure that pets remain locked up or away from the work areas, PCM Floors is not responsible for any missing pets or minors (children under the age of 18 years of age). Installers do their best to ensure all entrances are kept closed however Owner, General Contractor, Customer or home occupant understand that while the work is being performed, installers will be coming in and out of the property and doors may remain open at times as necessary. Owner or General Contractor understand that dust is naturally generated with any type of floor covering removal or installation. PCM Floors performs a general wipe down of all furniture and surfaces and new floors are swept and mopped once, due to settling dust after the installation is finalized, additional cleaning may be needed. This is not covered by PCM Floors installation or flooring removal, and additional charges may apply. Should the owner or general contractor choose to perform existing flooring removal themselves; he/she/they agree to deliver the subfloor in broom like condition. If carpet removal is to be done by owner or general contractor, all tack-strips, nails, padding, adhesive and carpet must be completely removed and hauled away prior to crews arriving on site, failure to do so, owner or general contractor agrees to additional floor preparation charges added to the final invoice. Disposal or haul-away of existing flooring, trim, molding or fixtures, toilets, vanities, bathtubs, shower glass enclosures removed by owner/general contractor are the responsibility of Owner/General Contractor. Additional charges may apply in the event owner/general contractor request/require PCM Floors to dispose of or haul-away any materials removed or demoed by owner/general contractor. If tile, of any kind is to be removed by owner or general contractor, he/she/they agree to deliver the subfloor in a broom like condition, all old tile (of any kind) and thin set needs to be removed prior to PCM Floors crews arriving onsite, failure to do so owner or general contractor agrees to additional floor preparation charges added to the final invoice. If glue down flooring is to be removed by owner or general contractor, he/she/they agree to deliver the subfloor in a broom like condition, all old wood or existing floor, any adhesives must be removed completely prior to PCM Floors crews arriving on site. failure to do so owner or general contractor agrees to additional floor preparation charges added to the final invoice. If the owner or general contractor chooses to remove existing floating floor, he/she/they agree to deliver the subfloor in a broom like condition, all old flooring and any underlayment must be removed prior to PCM Floors crews arriving on site. failure to do so owner or general contractor agrees to additional floor preparation charges added to the final invoice. Any quarter round, shoe molding or baseboards must be removed by owner or general contractor prior to PCM Floors arriving on site should owner or general contractor choose to perform own existing floor covering demo. failure to do so owner or general contractor agrees to additional floor preparation charges added to the final invoice. The following must be performed by Owner or General Contractor or others prior to Work: unobstructed access to a broom cleaned, all holes or gaps greater than 1/8" in the subfloor and/or the abutting walls repaired; all subfloor penetrations sealed and capped; proper blocking at all exterior doors and tubs; OSHA compliant stair and safety rails; outer perimeter safety railings on all balconies/breezeways; all stops around stair landings or other locations installed with desired underlayment thickness; all pipes or conduits running on the subfloor covered by a minimum 3/4" thickness of underlayment; proper slope and control joints installed. Upon installation, Owner or General Contractor must provide proper heat and/or ventilation in accordance with manufacturer's requirements. Following installation, only light construction foot traffic may proceed for 48 hours. Aluminum T-bar requires final coat/paint by others if applicable. PCM Floors assumes no liability or responsibility for the design of any structure or the work performed or not performed by others, including without limitation damage to work caused by any person or anything beyond PCM Floors' direct control. Owner or General Contractor will provide the entire area of application at once free from all trades and contaminates, dried in and ready per outlined PCM Floors mobilizations. The temporary detachment, moving, or removal of appliances or fixtures to facilitate the installation of materials is not the responsibility of PCM Floors and so shall be at the expense and risk of the customer. Cracks that appear in the grout are commonly due to normal movements and/or settlement of the home. PCM Floors will repair grout that is not correct on the walk-thru only. After walkthrough, initial repairs, or final invoice has been issued, or final work is deemed accepted, any grouting is a maintenance responsibility of the homeowner. Discolorations in grout caused by surface stains are not covered by this warranty. Schedule. Owner or General Contractor must schedule the Work at least two weeks in advance with reasonable accommodation of Owner or General Contractor operations. In no event PCM Floors be required to work holidays, or days the weather prevents the planned Work. If Owner or General Contractor fail to give reasonable notice of a delay that causes PCM Floors to incur costs or expense beyond the contemplation of the Work, including without limitation down-time while on-site, an extra mobilization, or spoiled materials, PCM Floors may charge these to Owner or General Contractor with PCM Floors standard mark-up. PCM Floors assumes no liability or responsibility for delay or cancellation caused by any person or anything beyond PCM Floors direct control. Finish flooring installed at your direction over concrete determined to have excessive moisture content will not be warranted for repairs necessitated by this condition. Job Change. Any alterations and/or changes made by any person or any new circumstance not in the scope of the Work but within the PCM Floors expertise, including without limitation additional mobilizations and accelerated schedules, must be agreed to in writing (including an altered price with PCM Floors standard mark-up) and provide a reasonable time to perform such changes PCM Floors shall have no liability or responsibility to perform such changes until such agreement is memorialized in full, in writing, and signed by both parties. Quality. All the Work shall be completed in a professional, workmanlike manner according to manufacturer's specifications. All warranties, if any, are manufacturer's warranties. Owner or General Contractor agrees to release, indemnify and hold harmless PCM Floors and its operating divisions from any and all claims, demands, costs, suits and expenses, including without limitation any claims for bodily injury or property damage arising from the existence or exposure to mold, mildew, fungus, spores, micro toxins or other microorganisms of any type arising out of the Owner or General Contractor or any others' failure to follow any product specifications and/or recommendations. A mold exclusion applies to all insurance matters involving any of the above. Warranty. PCM Floors

Limited warrants its installation services for a period of one year, commencing from the date of execution of this service agreement and extends only to labor related issues or concerns. PCM Floors labor warranty expressly excludes any jobs or projects wherein the original contracted price was subsequently discounted, renegotiated, or reduced to an amount less than the total specified in this agreement. or a settlement agreement was agreed upon in writing. At PCM Floors discretion, any warranty claim can/will be escalated to a manufacturer's claim and subject to a third party inspection. With respect to any claim asserted by Owner or General Contractor, it is understood there is no right to recover or request compensation for: Incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering. PCM Floors warrants that the improvements are reasonably free of defects and within customary tolerances of the flooring industry. "Customary tolerances of the flooring industry" means tolerances common and expected in the flooring industry and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors under contract with PCM Floors, LLC including the crew of PCM Floors, LLC. Owner or General Contractor should notify PCM Floors, LLC within a reasonable period after first knowledge of a problem, not to exceed thirty (30) days in order to be covered, the physical signs of the problem must be observable and have started to cause damage before the one (1) one year warranty term expires. Should any defects due to faulty workmanship become apparent, PCM Floors LLC will correct the problem free of charge. Product defects are covered by the manufacturer's warranty only and manufacturers reserve the right to warranty or compensation to add on items other than flooring materials or labor/installation. PCM Floors does not guarantee that in the event any defect or issue deemed manufacturer related will be honored and owner/general contractor agrees to indemnify and hold PCM Floors harmless from any and all claims, actions, liability, loss, damage or expense (including, without limitation, reasonable legal fees on a substantial indemnity basis) with respect to any suit, claim, demand or other proceeding (whether in contract, tort or otherwise) arising out of or relating to jobsite related or manufacturing defects or product failure. This warranty covers only the installation provided by PCM Floors, LLC. This warranty does not cover damage caused by abuse, neglect, improper use, improper maintenance as specified by flooring manufacturer, cleaning agents or by loose lay installation. In regards to laminate, hardwood, solid wood or luxury vinyl flooring, types of service provided at no extra charge under the terms of the warranty include repair of seams which gap, repair of transitional moldings, removal of air bubbles, loose pieces of flooring or molding. This warranty does not apply for gouges scratches or damage caused by water, erosion, insects, pets, spiked heel shoes, neglect, misuse, moisture in/on or under concrete slab or subfloor, hydrostatic pressure, insufficient or improper protection, improper maintenance, not maintaining proper temperature or humidity conditions or failure to follow our written instructions. We cannot guarantee against fading due to sunlight. As time goes by natural exposure to sunlight may change the color of any hardwood, vinyl or laminate floor. Hardwood, vinyl flooring or laminate may continue to shrink and expand depending on the season, humidity and heating conditions. Even if your floor is properly installed, the strips may shrink a little depending on the time of year. Any small gaps that might occur between planks may be considered normal and not covered by this warranty. Carpet services provided at no extra charge under the terms of the warranty include remaking of seams which gap, ravel, or fray, re-stretching of carpet, repair of transitional moldings. Product defects are covered by the manufacturer's warranty. This warranty covers only the installation provided by PCM Floors LLC. This warranty does not cover damage caused by abuse, neglect, improper use, cleaning agents, flood or foundation settling. No manufacturers or labor warranties are transferable and only apply to original owner/purchaser with proof of purchase. Payment. Acceptance of the work is considered to be three calendar days after completion of the work or final invoice is issued, at which point any issues or concerns by/from the owner/general contractor will be considered a warranty claim. No warranty claim will be processed until any unpaid balances or invoices are paid. The contracted price is subject to revision or revocation after 10 days of the contract's date, whether or not notice of such is given to Owner/Agent or General Contractor. The contracted price may change at any time if new information is received which alters the considerations PCM Floors relied upon in offering this contract. Owner/Agent or General Contractor shall pay the full amount of any invoice received from Seller within three (3) calendar days of the invoice date. Late payments shall bear a simple interest rate of 1½% per month (18% annual). Any payments received after three (3) calendar days of the final invoice shall be considered late and subject to late fee/charges as specified above. Refusal by Owner/Agent or General Contractor to make a payment shall entitle PCM Floors to cease Work. No back-charge may be made unless PCM Floors receives at least two weeks' notice to remedy any issue. In addition, Owner or General Contractor agrees to pay all the attorney, attorney's expenses and/or collection fees and/or costs PCM Floors incurs to enforce the provisions of this contract. Upon acceptance of this contract, the materials portion of total amount is to be paid in full prior to placing and order. Field signed work orders, change orders, text messages or emails from PCM Floors to owner/general contractor shall be considered authorization for payment of work order, change order or additional service incurring additional charges. Credit Card payments have will be added a non-negotiable 3.7% processing fee. In the event that the owner/general contractor elects to terminate the utilization of PCM Floors services subsequent to the receipt of an initial material deposit or signed proposal, or in the event that PCM Floors or its authorized representative determines, in its sole discretion, that PCM Floors is unable, unequipped, or otherwise incapacitated to provide the materials or services delineated in this contract, a cancellation fee shall be imposed. Said fee shall amount to twenty-five percent (25%) of the total contract value or one thousand three hundred and fifty dollars (\$1350), at the discretion of PCM Floors. Potential grounds for such determination may encompass, but are not restricted to, instances of verbal or physical abuse/harassment, expectations deemed unfeasible beyond the capacities or industry standards of PCM Floors. Any deviations from the aforementioned fee structure are subject to the sole discretion of PCM Floors and necessitate mutual agreement in written form. Legal. By entering into this contract, the parties acknowledge and agree that additional terms and conditions apply and are deemed integral parts of this agreement. It is further understood and accepted that these additional terms and conditions can be accessed on our website at www.pcmfloors.net. There are no promises, agreements, or understandings not expressed in this agreement, and no change to this agreement shall be binding unless in writing and signed by both parties. PCM Floors shall not be liable for consequential or liquidated damages or loss of profits of Owner or General Contractor arising out of the work. In the event any provision within this agreement is declared legally null and void or unenforceable for any reason, all other provisions, conditions, terms, and clauses contained herein shall remain in full force and effect.