## Green Choice Flooring International Order Terms and Policies

#### **Order Placement:**

- A written purchase order (signed order confirmation within 24 hours for phone orders) must be received to allocate inventory. A ship to address and required date must be provided. Orders without a ship to address and required date will be given 5 business days to obtain this information, after that, the inventory will be unallocated.
- Order confirmations that are not signed within 5 business days, will be unallocated.
- Orders that require a prepayment and/or tax forms and/or stain color acceptance will be unallocated if documents are not received within 10 business days.
- In stock orders must ship within 6 weeks of receipt of purchase order, backorders must ship within one week of notice of arrival and readiness to ship.
- Orders that are held longer than 6 weeks from the original purchase order date/backorder arrival date will be invoiced and payment is expected following the applicable terms. If payment is not received according to payment terms, the order will be returned to stock.

## **Payment Terms:**

- Please refer to your sales order acknowledgement and related documents for the payment terms on your order. Please note that we generally require all first time flooring orders to be prepaid at the time of placement. Orders in excess of \$5,000 may require a deposit.
- You are required to remit all applicable taxes to your own state.
- Invoices not paid in accordance with these terms are subject to a service charge of one percent (1.5%) per month, eighteen percent (18%) per year. In the event Customer fails to pay pursuant to the terms, Customer hereby agrees to pay interest on all outstanding amounts and agrees to pay all actual expenses, including actual attorney fees incurred by Green Choice Flooring International, Inc. in the collection by suit or otherwise, of any amount payable under this Proposal.

## **Collection; Forum Selection and Consent:**

Customer agrees, acknowledges and consents to the personal and subject matter jurisdiction of the district and circuit courts located in Grand Rapids, Kent County, Michigan for resolution of any disputes between Customer and Green Choice or Green Choice and Customer relative to any matter related to the Project identified herein, including collection, quality of product, warranties, interpretation of compliance of specifications, or allegations of breach of the Proposal. In addition, at Green Choice's choice, enforcement of any of Green Choice's rights under the applicable Construction or Mechanic Lien Act shall be processed in the circuit court for the County of Kent, Michigan. Customer acknowledges and consents to those forum and venue choices. CUSTOMER WAIVES THE RIGHT TO A JURY TRIAL.

### **Inventory Hold Requests:**

- We are not able to accept inventory hold requests, so that we can provide everyone with the most accurate inventory status. We appreciate advance notice of future product requirements, which helps us to plan future inventory levels. We will make every attempt to plan for your future requirement needs, based on the information you provide, and as production and transit lead times allow.

### Orders Placed On Hold/Cancellation:

- Orders that are put on hold after placement will be given one week for resolution, after that the inventory will be unallocated.
- Orders that are canceled prior to shipment and within 3 business days after receipt of a signed order confirmation will not be penalized. Orders canceled after that time, and prior to shipment, will be charged a 10% cancellation fee. Orders that have been shipped will follow the return policy. Special Orders cannot be canceled, are not returnable, and may have non-refundable deposit requirements.

### **Storage Fees:**

- Orders that are unshipped and have been held longer than 10 weeks from the original purchase order date will be assessed storage fees of 1% of the invoice per month.

# Shipping:

Shipment is generally made by LTL carriers on shrink wrapped and banded pallets. Freight charges are prepay and add to your invoice. Freight estimates are available by phone or email, and will be listed on order acknowledgements. For customers who choose to make their own freight arrangements, there is a \$35 per pallet charge for handling. All freight charges are subject to change without notice.

# **Return Policy:**

- Returns will be accepted in unopened, factory sealed boxes, within 30 days of original shipment. All returns are subject to a 30% restocking fee. A minimum of 3 cartons is required for return. You must first obtain a return authorization and then make your own freight arrangements to return the product to us.

X	Title:	Date: