

## **TERMS, CONDITIONS AND ACKNOWLEDGEMENT**

These Terms are the only terms which govern the sale of the goods (“Products”) by Kitchens And Flooring Direct (“Seller”) to the buyer (“Buyer”) named on the accompanying confirmation of the order summary accompanying these Terms (such document, the “Order Summary”). The Order Summary and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of when Buyer has submitted its Order or such terms and conditions. Fulfillment of Buyer’s Order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. All sales orders must be submitted on this site by the buyer to become a valid order. All sales are final and in accordance with the return policy stated herein on this website know as “Return Policy”. Warranties are solely provided against manufacturing defects, No warranties other than as noted in writing is expressed or implied. Kitchens And Flooring Direct assumes no responsibility of installations or proper fitment of the products ordered. All items that you agree to purchase will be properly listed within checkout process which is the buyers responsibility to review and confirm the accuracy of the items listed. Kitchen And Flooring Direct reserves all rights to limit quantities, refuse a sale, or discontinue a product or product line at anytime. All items listed on the order must be paid in full prior to processing. Any claims and or litigation that may arise between the parties regardless of who initiated, Sioux Falls, SD will remain the jurisdiction. All claims must be submitted in writing to the corporate office address Kitchens And Flooring Direct 3916 N Potsdam Ave #231 Sioux Falls, SD 57104.

## **LEGAL EXPENSES**

In the event Buyer fails to comply with the provisions of these terms or any invoice and/or fails to make any payments in connection with the purchase of any Product, Kitchens And Flooring Direct shall be entitled to recover its reasonable attorney’s fees and all other costs and expenses incurred in connection with any legal action that Kitchens And Flooring Direct takes to enforce its rights under these terms, including without limitation, expert witness fees, court reporter fees, and collection expenses, whether or not such action proceeds to judgment.

## **SHIPMENT AND DELIVERY**

Unless otherwise agreed in writing by the parties, all Orders will be delivered to the address set forth on the Order Summary Confirmation (the “Delivery Point”). Seller will deliver the Products within a reasonable time after receipt of Buyer’s Order using Seller’s standard methods for packing and shipping such Products. Seller shall not be liable for any delays, loss or damage in transit. Deliveries delayed by Buyer shall be at Buyer’s sole risk and expense. Buyer shall take delivery of the Products upon Seller’s Notice that the Products have been delivered to the Delivery Point. Buyer shall be responsible for all unloading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s Order.

## **NOTICES**

All notices, request, consents, claims, demands, waivers and other communications here-under (each, a "Notice") shall be in writing and addressed to the parties at Kitchens And Flooring Direct 3916 N Potsdam Ave #231 Sioux Falls, SD 57104 that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

## **INSPECTION AND REJECTION OF PRODUCTS**

Buyer shall inspect the Products at time of delivery for visible damages and shortages. (the "Inspection Period"). Any shortages, damages must be stated on your shipping receipt otherwise your claim will be denied other than concealed damages. Concealed damages must be reported in writing within 24 hours of delivery otherwise claim will be denied. Buyer agrees to pay in full for all materials received as noted on the order summary and/or shipping receipt. Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any shortages or damages of Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller.

## **Disclaimer**

Customer assumes all responsibility for measurements, quantity, size, local code ordinances, application and suitability for all items ordered. Kitchens And Flooring Direct makes no other guarantee, representation, or warranty expressed, or implied with respect to its products, except as stated herein.

## **COLOR DISCLAIMER**

Color are meant to be a representative of a color group or product and Do Not represent the true color of the product. Due to monitor settings, monitor pixel definitions, and limitations of digital photography, we cannot guarantee that the color you see on your screen is the exact color of the product. We strive to display our products as accurately as possible, but screen images are intended as a guide only.