

## Innovata Flooring / Creative Home Flooring LLC Terms & Conditions

Rev. 01/05/2023

### I. Innovata Return Policy

At Innovata Flooring, we understand that you are at times faced with ordering errors, and items that need to be returned. The standard re-stock fee for returnable items to our warehouse is 25%. We try to be fair and we promise to carefully review each situation.

The following categories are considered non-returnable to Innovata Flooring:

- Special Order Items
- Moldings & Accessories
- Discontinued Items, Close-Outs
- Open Cartons
- Cut or Altered Items

### Innovata Flooring Standard Return (Running Line)

STANDARD RETURNS MUST MEET THE FOLLOWING CRITERIA:

- All return requests must be made within 30 days of invoice date.
- All returns require proper authorization and paperwork.
- All returns must be resellable, in un-opened and un-damaged cartons.
- All returns must be prepared for freight shipping. (Palletized and banded)

All returns will be inspected; if they fail the above criteria the retailer will be notified and credit will not be issued. Please use this information as a guideline when placing orders. While we pledge to do our best to be accommodating and fair, the guidelines and conditions are subject to change at our discretion.

To initiate a return request, go to [innovataflooring.com](http://innovataflooring.com) and complete our Return Material Authorization Form. We will follow up via email on the next steps.

### Innovata Flooring Damaged Claim Returns

Innovata Flooring is dedicated to prompt action in all instances of damaged material. If you receive damaged material, please contact us immediately at 800-819-8962.

ALL INNOVATA FLOORING DAMAGED CLAIM RETURNS MUST MEET THE FOLLOWING CRITERIA:

- *It is imperative you report any damage to the delivery driver upon freight delivery and take proper photo documentation of damage.*
- All return requests for damaged carton goods, moldings and accessories must be made within 48 hours of delivery.

### II. Innovata Flooring Order Change & Cancellation Policy

At Innovata Flooring, we understand that occasionally circumstances cause a need to change or even cancel an order that you have placed. It is our goal to be as helpful as possible in facilitating the necessary changes. However, the key to our being able to accommodate these requests will of course be determined by exactly where the order stands relative to its stage of being processed.

#### • Innovata Flooring In-Stock Orders

Any change or cancellation request requires 24 hours' notice, prior to ship day.

Innovata Flooring begins staging orders within the 24 hour window, and changes inside this time frame are not possible as it would require offloading from truck, repackaging, re-staging, etc., in other words, the order is already in motion. Restocking fees may apply. For requests within the guidelines, contact us or your sales representative.

### III. Innovata Flooring Refused Delivery Policy

All refused deliveries fall into one of three categories:

#### 1) ERRORS / DAMAGES

- Visible Damage.
- Over-Shipment.
- Wrong Item- Innovata Flooring pull error.

In these situations, we will immediately contact the proper personnel to begin resolution.

#### 2) NON-DELIVERABLE

- Store Closed during regular hours.
- Can't Unload as dealer does not have equipment to handle.

In these situations, please let us know immediately, upon delivery. Innovata Flooring and its third-party freight carriers will notify the proper personnel and the account will be contacted and arrangements made for re-delivery. Please note that the consignee will be responsible for additional delivery fees, i.g. redelivery charges, lift gate delivery, safety and special handling, and limited access deliveries.

#### 3) CLAIMS/ DISPUTES

Dealer Contends:

- They did not order the material.
- They canceled the order.
- Wrong Item ordered.
- Wrong Quantity ordered.
- Wrong Delivery address.
- Wrong Delivery Date.

In these situations, an Innovata Flooring claim will be initiated and investigated for resolution within 48 hours, including if applicable, reviewing phone recordings.

If the claim is not deemed valid, the delivery will be rescheduled and fees applied, or if the material is cancellable and the dealer doesn't want, a \$75.00 Refused Delivery fee and all applicable restock charges will be assessed to the account.

If the claim is valid, the issue will be remedied immediately.

### IV. Innovata Flooring Shipping Errors

#### SHORT SHIP

All deliveries must be inspected by the dealer. Any discrepancies must be reported within 10 days to be honored.

#### MIS-SHIPS:

We readily accept returns of uninstalled / unopened items shipped in error by Innovata Flooring and reported within 10 days of delivery.

### V. Installed Material

#### INCORRECT MATERIAL:

Innovata Flooring will not be responsible for any cost incurred for the installation of incorrect material. Claims NOT involving defective material must be filed with Innovata Flooring within 10 days from the date of delivery.

#### DEFECTIVE MATERIAL:

All reports of installed, defective material will be processed through our Claims Department. Based on our warranty, we will determine the validity of the claim through preliminary and secondary certified inspections.

#### VI. Innovata Flooring Order Policy

All orders must be shipped or picked up within two weeks of ordering unless otherwise discussed. Orders not delivered or picked up within the given time frame will be considered refused and will be subject to our refused delivery policy in section III. This applies to all orders including but not limited to Will Call.

#### JOBSITE DELIVERIES:

There is a fee in addition to regular delivery charges for all jobsite deliveries and residential deliveries. Delivery accessories, i.g. lift gate delivery, safety and special handling, and limited access deliveries are seperate. Please contact us for an accurate delivery quote.

#### VII. Innovata Flooring Credit / Payment Policy

##### TERMS:

Innovata Flooring payment terms are Net 30 for non-COD accounts.  
A 50% deposit may be required on running line product holds and special orders.

##### PRICING ISSUES:

We strive to eliminate as many billing discrepancies as possible, and request that you contact your sales rep immediately should there be a billing / pricing issue. This will result in a quick resolution and our ability to ensure that future orders are priced accurately. Note that we are unable to issue credit to any invoice aged beyond 60 days.

##### QUICKBOOKS ONLINE PAYMENTS / ACH PAYMENTS:

Payment by ACH is considered a one-time payment. Banking details will not be saved unless a written authorization for recurring payments is submitted. ACH Payments are not subject to fees.

##### CREDIT CARD / BUSINESS DEBIT CARD PAYMENTS:

Payments by credit card / business debit card is considered a one-time payment. Credit card / business debit details will not be saved unless a written authorization for recurring payments is submitted. Payments by credit card / business debit card may be subject to an administrative fee.

##### RETURNED CHECKS:

There is a \$50 charge for checks returned unpaid by the bank for any reason. Multiple returned checks may affect an account's payment terms or credit line with Innovata Flooring.

##### CREDIT LINES:

Innovata Flooring reserves the right to review, change or remove credit lines at our discretion.