GILBERT'S CARPETS PLUS COLORTILE

TERMS & CONDITIONS OF SALE AND INSTALLATION

By signing below, the Customer acknowledges that they have received, reviewed, understand, and agree to be bound by the following Terms & Conditions of Sale and Installation applicable to all products, materials, and/or services purchased from Gilbert's Carpets Plus ColorTile ("Gilbert's"). These Terms & Conditions, together with the applicable quote, proposal, work order, and any authorized changes, constitute the agreement between the Customer and Gilbert's for the products and services provided.

1. DEPOSITS & PAYMENT

Deposit: A 50% deposit is required before products will be ordered or an installation will be scheduled unless other arrangements have been approved by Gilbert's in writing.

Final Payment: The remaining balance is due upon completion of the work unless other written payment terms have been established.

Past-Due Accounts: A finance charge of 2% per month will be assessed on past-due balances to the extent permitted by applicable law.

Returned Payments: A $40.00 fee will be charged for returned checks, rejected ACH payments, or other returned payments.

Collection & Lien Rights: Customer is responsible for timely payment of all amounts due. Gilbert's reserves all rights and remedies available under Michigan law for unpaid balances, including applicable construction lien rights and collection remedies. Any notices required by law will be provided separately when applicable.

2. ORDERS, CANCELLATIONS & RETURNS

Special-Order Products: *ALL SPECIAL-ORDER PRODUCTS ARE NON-RETURNABLE AND NON-REFUNDABLE* once the product has been ordered from the manufacturer or distributor. Special-order products may also be non-cancellable once an order has been released. Customers are responsible for reviewing their order for product, color, quantity, and other selections before approving the purchase.

In-Stock Returns: Eligible in-stock products may be returned within 30 days of purchase. Products must be unopened, undamaged, and in resalable condition.

Approved returns are subject to applicable restocking fees and return freight/shipping charges. Products that have been opened, installed, damaged, discontinued, altered, or otherwise made unsuitable for resale may not be returned.

Refunds will not be issued for labor or installation services already performed.

3. PRODUCT AVAILABILITY & DELIVERY

Product availability and estimated delivery dates are based upon information provided by manufacturers, distributors, and freight carriers.

Gilbert's cannot guarantee manufacturer production schedules, inventory availability, freight schedules, or delivery dates. Gilbert's is not responsible for installation delays caused by manufacturer backorders, freight delays, damaged shipments, weather, supply shortages, acts of God, or other circumstances reasonably outside Gilbert's control.

If material arrives damaged or defective, Gilbert's will work with the applicable manufacturer, distributor, or freight provider to obtain replacement material when appropriate. Replacement material may affect the installation schedule.

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4. PRODUCT INSPECTION, COLOR & VARIATION

Flooring and related products may vary from samples, displays, photographs, or previously installed material. Natural and manufactured products may have acceptable variations in color, shade, texture, pattern, grain, gloss, dye lot, caliber, or other characteristics. These variations may be inherent to the product and do not necessarily constitute a defect.

Gilbert's strongly encourages customers to take available product samples home and view them in the actual space where the product will be installed before making a final selection.

Lighting conditions—including natural and artificial light—as well as wall colors, cabinetry, furnishings, surrounding finishes, and other conditions within the space can significantly affect how a product's color, texture, and overall appearance are perceived. A product may look different in the customer's home or business than it does in the Gilbert's showroom.

Customers should notify Gilbert's of any concerns regarding the appearance or condition of the material **before installation begins**. Installation of material generally constitutes acceptance of readily observable characteristics of the product.

Cash & Carry / Customer Pick-Up: Customers purchasing or picking up cash-and-carry materials are responsible for inspecting the product for visible damage, defects, color or shade concerns, incorrect quantities, or other readily observable issues **before the material leaves Gilbert's premises**. Any concerns must be reported to Gilbert's at that time. Once the material has been inspected and leaves Gilbert's premises, the customer assumes responsibility for the possession, transportation, handling, storage, and condition of the product. Damage occurring after the product leaves Gilbert's premises is the responsibility of the customer.

5. CUSTOMER RESPONSIBILITY FOR PRODUCT SELECTION

The Customer is responsible for reviewing and approving the product, color, style, and other selections shown on the quote or sales order.

Gilbert's representatives are happy to provide product information and recommendations; however, the Customer is ultimately responsible for determining whether the selected product meets their aesthetic preferences and intended use, subject to applicable manufacturer specifications and warranties.

6. INSTALLATION SCHEDULING

Installation dates are scheduled based upon anticipated product availability, installer availability, and job-site readiness. Installation dates may occasionally need to be changed due to circumstances beyond Gilbert's reasonable control.

If the Customer needs to postpone or reschedule an installation, Gilbert's should be notified as soon as possible. Last-minute cancellations or schedule changes may result in additional charges if installation time has already been reserved or costs have been incurred.

7. JOB-SITE READINESS & JOB SITE NOT READY FEE

The Customer is responsible for ensuring that the job site is ready, accessible, and safe for our installation crew on the scheduled installation date.

Unless specifically included in the Customer's quote, the installation area must be cleared of furniture, personal belongings, appliances, construction materials, and other obstructions before the installers arrive. Other trades must also be sufficiently completed so that our installers can safely and reasonably perform the scheduled work.

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Room Temperature: The installation area should be maintained between 60 and 70 degrees Fahrenheit before and during installation, unless the product manufacturer requires a different range.

Power & Cutting Space: Working electrical power and a reasonable area for installers to cut and prepare materials must be available.

Other Trades: Other contractors and trades should not be working in the installation area in a way that interferes with or delays the flooring installation.

Parking & Access: Reasonable parking and access must be available for installer vehicles, including trucks and trailers. Customers should advise Gilbert's in advance of known parking or access restrictions.

Customer-Completed Floor Prep: If the Customer elects to perform demolition or floor preparation, that work must be fully completed and meet the requirements provided by Gilbert's before the installers arrive. Incomplete or inadequate preparation may delay the installation and may result in additional charges, including the Job Site Not Ready Fee.

JOB SITE NOT READY FEE - UP TO $300.00

If Gilbert's or its installers arrive for a scheduled installation and the job site is not ready, accessible, safe, or otherwise in a condition that allows the scheduled work to reasonably proceed, the Customer may be charged a Job Site Not Ready Fee of up to $300.00. The fee is intended to compensate Gilbert's for reserved installation time, travel, scheduling disruption, and lost work time. The amount charged may be based on the amount of installation time lost and the circumstances causing the delay.

Customer Initials: _____

Examples include, but are not limited to:

- Rooms have not been cleared as agreed.
- Required demolition or preparation has not been completed.
- Other contractors or ongoing construction prevent access to or installation in the work area.
- Plumbing, electrical, cabinetry, drywall, painting, or other work prevents the scheduled flooring installation.
- The Customer, contractor, or authorized representative does not provide required access to the property.
- Utilities necessary to perform the installation are unavailable.
- The job site presents unsafe working conditions.
- Other conditions at the job site prevent our installers from beginning or reasonably performing the scheduled work.

If the installation cannot proceed and must be rescheduled, payment of the Job Site Not Ready Fee does not guarantee immediate rescheduling. The project will be rescheduled based upon the next reasonable availability of Gilbert's and/or the installer.

8. HAZARDOUS OR UNSAFE CONDITIONS

If suspected asbestos, lead, mold, biological contamination, or another potentially hazardous material or unsafe condition is discovered, Gilbert's may immediately stop work in the affected area.

Testing, remediation, removal, or other corrective work must be completed by an appropriately qualified party when required before Gilbert's will resume work. Unless specifically included in the original contract, testing and remediation costs are the Customer's responsibility.

Delays resulting from hazardous or unsafe site conditions may require the installation to be rescheduled.

9. FURNITURE, APPLIANCES & PERSONAL PROPERTY

Furniture or appliance moving is included only when specifically listed on the Customer's quote or work order. If additional furniture, appliances, or other items must be moved that were not included in the original quote, additional labor charges may apply.

Customers are responsible for removing fragile, valuable, breakable, electronic, sentimental, and personal items before installation.

Small Items: Customers must remove small items from shelves, tables, dressers, cabinets, and other furniture before installers arrive. Gilbert's installers are not responsible for packing or relocating personal belongings.

Gilbert's and its installers may decline to move items that cannot reasonably or safely be moved, including exceptionally heavy, fragile, valuable, specialty, or mechanically complicated items. Specialty items such as pool tables, pianos, safes, aquariums, exercise equipment, oversized furniture, or similar items are not included unless specifically stated in writing.

10. FLOOR PREPARATION & UNFORESEEN CONDITIONS

Gilbert's makes reasonable efforts to identify necessary floor preparation during the estimating and measuring process. However, the complete condition of the existing substrate or structure often cannot be determined until existing flooring has been removed.

Conditions discovered after work begins may include, but are not limited to:

- Uneven or damaged subfloors
- Rotten or deteriorated materials
- Moisture-related damage
- Additional layers of existing flooring
- Adhesive or residue
- Improper previous installation
- Structural deficiencies
- Unforeseen demolition requirements
- Other concealed conditions

Floor preparation, repairs, materials, or additional labor that were not included in the original quote will be billed as an additional charge.

When significant unforeseen work is required, Gilbert's will make reasonable efforts to discuss the additional work and cost with the Customer before proceeding.

11. DOORS, TRIM, BASEBOARDS & ADJACENT SURFACES

Flooring installation and removal may affect baseboards, quarter round, door casings, door jambs, walls, cabinetry, paint, and other adjacent surfaces. Gilbert’s installers will exercise reasonable care while performing the work; however, minor marks, scuffs, gaps, or other cosmetic touch-up may be necessary as a normal result of removing or installing flooring.

Unless specifically included in the written quote, painting, staining, caulking, drywall repair, finish carpentry, and other cosmetic or finish work are not included in the installation.

Changes in finished floor height may require doors to be trimmed, adjusted, or rehung. **Gilbert's installers do not trim or modify doors.** Because doors vary significantly in material, construction, and required tools or techniques, the customer is responsible for arranging any necessary door modifications with an appropriate qualified professional.

Plumbing, Toilets, Sinks, Vanities & Fixtures

Gilbert's installers may remove and reinstall toilets when this service is **specifically included as a charged item on the customer's quote or work order**. Toilet removal and reinstallation is not automatically included with flooring installation.

When a toilet is removed, previously concealed conditions may be discovered, including a damaged, deteriorated, improperly installed, or incorrectly positioned toilet flange; corrosion; leaks; damaged plumbing; subfloor damage; or other conditions requiring repair or modification. **Repair or replacement of plumbing components, including toilet flanges, is not included in Gilbert's standard toilet removal and reinstallation service.** If a condition is discovered that prevents the toilet from being safely or properly reinstalled, Gilbert's may leave the toilet disconnected until the necessary repairs are completed. The customer is responsible for arranging and paying for any required plumbing or related repairs with an appropriate qualified professional.

Gilbert's does **not** disconnect, remove, reconnect, or reinstall sinks, pedestal sinks, vanities, cabinets, or other plumbing-connected fixtures unless specifically agreed to in writing. When the removal or modification of these items is necessary for flooring installation, the customer is responsible for arranging for an appropriate qualified professional to complete the work before the scheduled installation date.

Pedestal sinks, vanities or cabinets with legs, and similar fixtures that prevent proper flooring installation must be removed prior to installation. Gilbert's will not install flooring around these items when doing so would prevent proper installation or result in an unacceptable finished appearance.

The customer is responsible for ensuring all required plumbing, fixture, cabinetry, and related work is completed **before Gilbert's installers arrive**. If required items have not been removed or the work area is otherwise not ready for installation, the installation may be delayed or rescheduled and a **Job Site Not Ready Fee of up to $300** may apply.

12. CUSTOMER-SUPPLIED MATERIALS

When Gilbert's agrees to install products purchased or supplied by the Customer from another source, the Customer is responsible for ensuring that sufficient material, accessories, and installation components are available.

Gilbert's is not responsible for defects, shortages, incorrect material, freight damage, color variation, warranty issues, or delays associated with Customer-supplied products. Gilbert's workmanship warranty applies only to the installation services performed by Gilbert's and does not create a product warranty for Customer-supplied materials.

13. ITEMS NOT INCLUDED IN THE QUOTE

The Customer's written quote describes the products and services included in the project.

Unless specifically included in writing, additional products, labor, preparation, moving, demolition, repairs, trim work, transitions, delivery, disposal, specialty services, or other work requested or required during the project may result in additional charges.

Changes requested by the Customer after the original agreement may require a revised quote or additional charges.

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14. INSTALLATION WORKMANSHIP WARRANTY

Gilbert's guarantees its installation workmanship for one (1) year from the date installation is completed. This warranty applies to installation workmanship performed by Gilbert's or installers contracted through Gilbert's.

Installation Standards: Gilbert's installs flooring in accordance with applicable manufacturer instructions and recognized industry standards. If a Customer requests an installation method or condition that deviates from those requirements, Gilbert's may require written acknowledgment or a waiver before proceeding, and applicable workmanship or manufacturer warranty coverage may be limited or void.

The workmanship warranty does not cover problems resulting from:

- Product defects
- Normal wear and tear
- Scratching, denting, chipping, staining, or abuse
- Improper cleaning or maintenance
- Pet damage
- Excessive moisture or water damage
- Flooding
- Structural or subfloor movement
- Failure of the building or substrate
- Improper temperature or humidity
- Modification or repair performed by another party
- Conditions outside the reasonable control of Gilbert's

Customers should contact Gilbert's promptly if they believe there is an installation workmanship issue.

15. MANUFACTURER PRODUCT WARRANTIES

Flooring products and related materials are covered by the applicable manufacturer’s warranty, if any. Warranty coverage, terms, exclusions, and requirements vary by manufacturer and product.
Gilbert’s does not manufacture the flooring products it sells and does not independently provide, extend, or modify a manufacturer’s product warranty. Any determination regarding coverage under a manufacturer’s warranty is ultimately subject to the terms and conditions established by the manufacturer.

Manufacturer Warranty Requirements

Manufacturer warranties may contain specific requirements regarding installation, approved applications, subfloor conditions, moisture, temperature, humidity, maintenance, cleaning methods, cleaning products, environmental conditions, and other factors. Failure to comply with these requirements may limit or void warranty coverage.
The customer is responsible for reviewing and following the manufacturer’s care, maintenance, and warranty requirements for their specific product. Manufacturer warranty and care information is available upon request and may also be available directly from the manufacturer.

Cleaning & Maintenance

Not all flooring products can or should be cleaned in the same manner. A cleaning method or product that is appropriate for one type of flooring may damage another type of flooring or affect its warranty coverage. Customers should use only cleaning products, equipment, and methods approved by the manufacturer for their specific flooring.

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Some carpet manufacturers may require **periodic professional cleaning** as a condition of maintaining warranty coverage. Depending on the manufacturer and product, this may require cleaning by a professional carpet-cleaning company using an approved method rather than cleaning performed by the homeowner or with rented or consumer-grade equipment.
When professional cleaning or other periodic maintenance is required by the manufacturer, **the customer is responsible for having the required service performed within the specified timeframes and retaining receipts or other documentation as proof of service.** Failure to maintain this documentation may affect the customer's ability to make a manufacturer warranty claim.
Steam Cleaning

Gilbert's does **not recommend the use of steam cleaners on flooring installed by Gilbert's unless the flooring manufacturer specifically identifies that cleaning method as approved for the particular product.** Excessive heat, steam, or moisture may damage certain flooring products, adhesives, seams, finishes, or underlying materials and may affect or void applicable manufacturer warranty coverage.
Before using a steam cleaner, carpet cleaner, cleaning chemical, floor polish, wax, disinfectant, or other cleaning treatment, customers should verify that the product and cleaning method are approved by the flooring manufacturer.

Product Warranty vs. Installation Warranty
A manufacturer's product warranty and Gilbert's installation workmanship warranty are **separate warranties**. Manufacturer warranties generally address qualifying defects or performance issues associated with the flooring product itself, subject to the manufacturer's terms and exclusions. Gilbert's workmanship warranty applies to qualifying issues related to the installation services performed by Gilbert's and does not replace or extend the manufacturer's product warranty.
A product issue is not automatically considered an installation issue, and an installation issue is not automatically considered a product defect. If a concern arises, Gilbert's may inspect the installation and assist in determining whether the concern should be addressed as an installation-related matter or submitted to the manufacturer or supplier for evaluation.

16. TEMPERATURE, HUMIDITY & MAINTENANCE

After installation, the Customer is responsible for maintaining the home or building within environmental conditions required by the flooring manufacturer.
Excessive humidity, low humidity, moisture, temperature fluctuations, water intrusion, or improper maintenance can cause flooring to expand, contract, gap, cup, buckle, discolor, or otherwise change. Damage caused by environmental conditions, moisture, improper maintenance, or failure to follow manufacturer requirements is not considered an installation workmanship defect.

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CUSTOMER ACCEPTANCE

By signing below, I acknowledge that I have received, reviewed, understand, and agree to be bound by Gilbert's **Terms & Conditions of Sale and Installation**, together with the applicable quote, proposal, work order, and any written changes or additions pertaining to my project.

I acknowledge that I have had the opportunity to review these Terms & Conditions before authorizing the purchase of materials or commencement of work and have had the opportunity to ask questions regarding the products, services, charges, policies, warranties, and responsibilities described herein.

I specifically acknowledge and agree that:

- I understand the **deposit and payment requirements, past-due charges, return and restocking policies, special-order restrictions, cancellation provisions, and other financial obligations** applicable to my purchase.
- I understand my responsibilities regarding **job-site readiness**, including access to the work area, removal or preparation of required items, utilities, plumbing or fixture work, and other conditions necessary for Gilbert's installers to perform the scheduled work.
- I understand that failure to properly prepare the job site may result in delays, rescheduling, additional labor or trip charges, and/or a **Job Site Not Ready Fee of up to $300**.
- I understand that my quote or proposal reflects the **products, quantities, labor, and services reasonably anticipated and specifically included at the time the quote was prepared**. Unless specifically stated in writing, items or services not listed on the quote are not included in the quoted price.
- I understand that flooring removal and installation may reveal **hidden, concealed, or unforeseen conditions** that could not reasonably be identified before work began. These conditions may require additional labor, materials, floor preparation, repairs, or other services and may result in additional charges.
- I understand that changes I request to the original scope of work, additional services I authorize, or additional work reasonably required because of job-site or concealed conditions may result in **additional charges beyond the original quoted amount**.
- I understand that flooring and related products may have variations in appearance and that I am responsible for reviewing product selections and reporting readily observable concerns before installation or, for cash-and-carry purchases, before the material leaves Gilbert's premises.
- I understand that **manufacturer product warranties and Gilbert's installation workmanship warranty are separate** and may contain different requirements, limitations, exclusions, and remedies. I am responsible for following applicable manufacturer care and maintenance requirements.
- I understand that proper care and maintenance of the installed product is my responsibility after installation and that failure to follow manufacturer requirements may affect or void applicable warranty coverage.

I authorize Gilbert's to perform the work described in the applicable quote, proposal, or work order and acknowledge that **additional work outside the original scope will be charged in addition to the original contract amount when authorized or otherwise permitted under these Terms & Conditions.**

I agree that I am responsible for reviewing the completed work and promptly notifying Gilbert's of any concerns in accordance with these Terms & Conditions.

My signature below confirms my acceptance of these Terms & Conditions and my agreement to pay all amounts due for products, materials, labor, additional authorized work, and other applicable charges associated with my project.

I understand that my signature, including an electronic signature when permitted, is intended to evidence my agreement to these Terms & Conditions and may be relied upon by Gilbert's as authorization to order materials, schedule work, and proceed with the project.

Customer Name:	**Date:**
Customer Signature:	**Quote / Order #:**
Gilbert's Representative:	**Date:**

Please retain a copy of these Terms & Conditions with your project documents.