



PHONE: 973-887-3700

FAX: 973-887-8052

Order Department Open:
8:00am to 5:30pm M-Th
8:00am to 5:00pm F

Spectrum Collection

EXCEPTIONAL FLOORING FROM AROUND THE WORLD-WHOLESALE

12 COMMERCE ROAD - FAIRFIELD, NJ 07004

WWW.GARDNERINDUSTRIES.COM

Terms and Conditions of Sale

Effective January 14, 2019 (Replaces April 16, 2018)

Payments Terms:

1. Refer to Gardner Industries, Inc. Published Price Lists for payment terms.

Return Check Charge:

1. Checks returned for non-payment (for any reason) will be assessed a **\$50.00 Return Check Charge**, plus a loss of all applicable discounts.

Finance Charges:

1. Past due accounts are subject to 1.5% finance charge per month.

Order/Pricing Policy:

1. **All orders must be picked up within 14 calendar days of availability.**
2. Orders that have not been shipped or picked up within 14 days may, at Gardner's discretion, be cancelled and assessed a minimum of 30% restocking charge. (\$50.00 minimum)
3. **All non-stocking items and special orders are non-cancelable, non-returnable and a deposit may be required to place the order.**
4. Any cut orders less than 9 lineal feet are subject to a \$15.00 minimum cut charge, with the exception of our Woven Collections, which are subject to a \$25 minimum cut charge.
5. All prices are subject to change without prior notice.

Delivery Charge:

1. **In territories normally delivered by Gardner trucks, a \$79.00 delivery charge will be assessed for each shipment. The following areas will be assessed a minimum \$95.00 delivery charge:**
 - NJ:** All areas South & West of Somerset County
All areas South of Route 70 in Ocean County
 - NY:** All areas East of Route 112 in Suffolk County
All areas North of Orange & Putnam Counties.
 - CT:** Lower Fairfield County
2. All deliveries outside Gardner's trucking area will be shipped F.O.B. freight collect via carrier of dealer's choice.

Site Delivery:

Arrangements for site deliveries must be requested with Gardner's Customer Service Department and is subject to approval. Minimum order value for job site delivery is \$1000.00.

\$.50 per carton / \$.20/square yard - **Minimum \$125.00**

Delivery Dates:

Seller shall not be responsible for failure to fill any order or orders when such failure is due to fire, flood, riot, strikes, freight, embargoes or transportation delays, shortage of labor, inability to secure fuel, materials, supplies or power at current prices or account of shortage thereof: acts of God or of the public enemy, any existing or future laws or acts of the federal or of any state government (including specifically but not limited to any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of seller's business with which seller in its judgment and discretion deems it advisable to comply as legal or patriotic duty or to any cause beyond seller's reasonable control.

Refused/Re-Delivery Charge:

1. Deliveries that are refused due to customer's convenience will be assessed an **\$95.00 re-delivery charge**.

Gardner Warehouse Return policy:

1. All returns are subject to approval by the management of Gardner Industries, Inc. and must be authorized before being returned.
2. Merchandise to be returned must be clean, wrapped and in saleable condition. Any material shipped in cartons must be returned in its original factory sealed carton.
3. Returns will not be accepted 30 days past the invoice date.
4. The following items will not be accepted for return:
 - a- Cut orders less than 15 lineal feet.
 - b- Specially cut or bound material.
 - c- Tile: 5 cartons or less of one pattern or dye lot.
 - d- Special orders, drops and Gardner non-stocking merchandise.
 - e- Less than full carton quantities of all products including moldings and trims.
5. All returns will be subject to a restocking fee of 30% to 50% depending on size/quantity. The minimum restocking fee is \$50.00

Claims/Defective Merchandise:

1. Gardner Industries, Inc. is dedicated to promptly addressing and resolving all claims and complaints. **MATERIAL MUST BE INSPECTED BEFORE CUTTING AND INSTALLATION.** Claims will not be entertained on merchandise that has been cut and/or installed with visible defects or on the installation of incorrect material.
2. **If you receive defective merchandise, DO NOT COMPLETE THE INSTALLATION.** Contact Gardner Claims Department immediately.
3. Variations in dye, shade and texture from an original sample or from dye lot to dye lot are inherent characteristics of all floor covering products (*i.e. wood, vinyl, carpet, etc*). Such variations are not considered manufacturing defects and are not a basis for a claim.
4. It is the responsibility of the dealer/contractor to determine which adhesive is suitable for each installation. Gardner Industries, Inc. (and /or their employees) assume no responsibility or liability for incorrect adhesive used with any product.
5. All claims for damage shipments with carrier other than Gardner Industries, Inc. must be filed directly with that carrier, (*i.e. DHL, etc*).

Warranties:

1. **Gardner Industries, Inc. as a wholesale distributor, does not offer warranties on products manufactured by other companies.**
2. **There is no warranty, express or implied on the goods covered by this agreement and all such Warranties including without limitation any implied warranty of merchantability or fitness for a particular purpose are hereby excluded. Seller neither assumes nor authorizes any other person to assume for it any other obligation or liability in connection with the goods.**

Taxes:

If it should at any time be determined that any sales tax is due on a sale, the payment of that tax is the obligation of the buyer and not of the seller. If the seller or its agent is required to pay such taxes of the buyer, the payer is entitled to reimbursement of any such tax, plus interest.

Limitation of Remedy:

Seller assumes no liability or responsibility for any loss or damage, whether direct, indirect, or consequential, arising from or alleged to have arisen from the use of or failure to deliver any of the goods. All goods are supplied by seller on the express terms that under no circumstances will seller be held liable for any injury to any person or persons which may be attributable or alleged to be attributable to the use of any goods which may have been manufactured, constructed, treated, sold, supplied, or distributed by seller. Limitation of remedy would be the repair, replacement or refund up to the cost of material. Buyer agrees to indemnify and hold seller harmless against any claims which may be raised against seller by the ultimate users of any of the goods and buyer hereby accepts and acknowledges responsibility for any loss or damage caused by the goods or any product into which the goods are incorporated.

Jurisdiction: The buyer hereby acknowledges doing business with Gardner Industries, Inc. and hereby irrevocably consents and agrees that any legal actions, suit or proceeding arising out of or in any way connected with customer's transaction with the buyer may be instituted by Gardner Industries, Inc in the State or Federal courts having jurisdiction over Essex County, New Jersey as Gardner Industries, Inc. in its sole option may elect. Buyer waives any objections to the forum selected by Gardner Industries, Inc. and consents to the jurisdiction and venue thereof. The buyer further hereby acknowledges and agrees that any legal action, suit or other proceeding brought by buyer against Gardner Industries, Inc arising out of the sale of merchandise to buyer, in which buyer asserts any claim of any kind or nature may only be fulfilled in the courts of the State of New Jersey in the County of Essex, or the United States District Court for the Essex County District of New Jersey, unless Gardner Industries, Inc. waives its right to object and consents to another forum.

These Terms and Conditions are confirmed as accepted by the buyer upon placing an order.