CENTURA
LONDON | WINDSOR

August 23, 2024

CENTURA TERMS AND CONDITIONS OF SALE

- These are the only terms and conditions applicable to this sale. There are no oral or collateral representations.
- All shipping dates are approximate. Centura's ability to meet shipping dates is contingent on Centura being able to obtain necessary materials and supplies. Centura shall not be responsible for delays or defaults beyond its sole control including acts of God, labour difficulties or failure by Centura's suppliers to deliver materials and supplies to Centura. Centura shall not be liable to compensate its customers for such delays or defaults.
- All prices are F.O.B. Centura London/Windsor
- All orders are subject to be tagged with the general contractor name & jobsite address. The recipient of the goods described in these documents by signing for same hereby certified that such goods are purchased solely for the project indicated and will be taken to and incorporated in such project.
- Prices are subject to change without notice. Centura's prices are based on its costs at the date of this invoice. If Centura incurs increased costs because of taxes, duties, legislative changes, freight rate increases, raw material cost increases, or other cost increases beyond Centura's sole control, Centura will advise the customer of the increased costs which too will be the customer's responsibility.
- Centura's prices are based on the quantities specified in its quotation and invoice. Terms are net thirty (30) days
- Any discrepancy in pricing, quantities or quality shipped must be brought to the attention of Centura's credit department in writing within thirty (30) days from the date of the invoice. No request for adjustment will be accepted after thirty (30) days. The decision of Centura shall be final and binding.
- Two (2) percent interest per month or twenty four (24) percent annually will be charged on all overdue accounts
- Shipments to dealers awaiting credit approval will be made on a C.O.D. basis.
- All materials are sold at Centura's London/Windsor warehouses and whether or not Centura prepays the shipping charges, Centura's liability for condition of the goods ceases when Centura obtains a receipt from the carrier and the shipment becomes the property of the buyer.
- Installation conditions and procedures are beyond Centura's control and Centura cannot accept any responsibility for chipping, cracking, crazing, shading or loosening from the setting bed of any products.
- Title to all goods remains in the name of Centura until paid for. Centura shall have the right to enter any premises where such goods are located in order to recover possessions in the event of non-payment.
- Orders stored more than 60 days will be charged storage fees: $50 per skid/roll.

CLAIMS POLICY

- The customer is responsible for inspection & acceptance of materials on arrival. No claims will be accepted for installed materials, installation or workmanship if wrong product is installed. No claim will be accepted by anyone other than the original purchaser.
- All complaints must be brought to the attention of Centura's sales department in writing within thirty (30) days of the date of the invoice.
- Any complaint made after thirty (30) days of the receipt of Centura's product shall be deemed to be complaint without merit. At the same time that a complaint is made, the customer must list with specificity all complaints and provide such list of complaints immediately to Centura with photographic or videographic evidence. In the event of any complaint, Centura's product shall be kept by the customer in the same state as it was received by the customer. Under no circumstances are Centura's products to be returned to Centura without Centura's written consent.
- Custom orders cannot be cancelled
- All complaints must be first inspected by the dealer.
- Claims will not be considered on material which has been cut or installed with visible defects.
- Shading is inherent in all ceramic porcelain products. Tiles should be examined prior to installation. No claims for shading will be allowed after installation.
- Material sold as seconds, utility, economy, damaged, clearance, or such similar words are purchased as is.
- Matting, crushing, shading, soiling and improper installation will not be considered for price adjustment and or replacement.
- Tuft pulling or missing tufts will not be considered for price adjustment other than for reinserting tufts.
- Identical matching of colour in subsequent dye batches is not possible and a normal difference from original samples is to be expected. Centura shall not be liable for any damages for such differences.
- Centura does not guarantee side matching on any patterned carpets. Carpets should be dry-laid as a check on pattern run out.
- Materials that are being cemented directly to a floor or wall should be carefully inspected for flaws. Claims for replacement will not be considered after material has been cut and installed.

- In no event shall the total amount of Centura's liability for damages, losses, or claims of any kind whatsoever to the customer, for any reason exceed the total amount of money paid by the customer to Centura in respect of this invoice.
- In the event of a dispute between Centura and the customer, Centura and the customer attorn to the exclusive jurisdiction to the courts of the Province of Ontario. These terms and conditions will be governed by and interpreted in accordance with the laws of the Province of Ontario.

RETURN OF MERCHANDISE

- Return authorization will be void after 30 days from date of issue.
- Returns must be itemized showing the name of the material, invoice number, and the reason for returning same. No returns are permitted unless agreed by Centura.
- Dyelot must be in current stock
- Centura will accept only full, sealed and unopened cartons for returns that are undamaged and in saleable condition.
- Centura will not accept any returns on sale merchandise, seconds, mill runs, special order materials, adhesives, grouts, cut lengths of carpeting or sheet vinyl, Forbo roll goods or large panel tiles.
- Centura will not accept any returns of tools or accessories that have been used. Tool or accessory use will be at the sole discretion of Centura Management.
- Invoices that are 0 – 30 days, 50% restocking, minimum $20
- Invoices that are 31 – 60 days, 70% restocking, minimum $50
- Items returned for exchange due to customer cancelling or change of product will incur a 15% restocking charge
- Credits issued for pricing due to Quotes not being given at time of order will incur a $ 50 charge
- ALL MATERIAL MUST BE RETURNED WITHIN 60 DAYS. No returns accepted after 60 days