Korkmaz Rugs & Flooring

10 Route 17 South • Rutherford, NJ 07070 Phone: 201-372-0090 • Fax: 201-372-0187 customerservice@korkmaz.com

CONTRACT FOR PURCHASE

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The merchandise you have ordered is promised for delivery on or before _______ If the merchandise ordered by you is not delivered by the promised delivery date, Korkmaz Rugs & Flooring must offer you the choice of (1) cancelling your order with a prompt, full refund of any payments you have made, or (2) accepting delivery at a specific later date.

Transition Mouldings (quarter round, wall base, saddles, reducers, T mouldings, etc.) will not be provided unless contracted for. Additional transition mouldings may be required at time of installation at extra cost.

If the customer wishes to alter the measurements as returned from the measuring service, the customer assumes all responsibility for any additional materials required to complete the order.

If contracted for, old flooring will be ripped up only. Disposal is an additional charge.

Merchandise cut to your order, reserved for you, or special ordered is not subject to cancellation or refund.

In the event any form of legal action is required for the collection of any amount due under the provision of this agreement, or because of the breach of any other covenant herein contained on the part of the Customer to be kept or performed, and responsibility for same shall be established, the Customer shall pay to Korkmaz Rugs & Flooring all expenses therefore, including a reasonable attorney's fee.

I have read all the terms and conditions and agree with them. I understand that any changes in this contract must be made in writing.

Thank You! All Merchandise is 1st Quality

Customer's Signature	

Total Price			
Sales Tax			
Grand Total			
Original Deposit			
Balance			
Ad #			
Date			
Ad#			
Date			
Final Balance			

No refunds will be issued without your original sales receipt. Without receipt a store credit will be issued for the amount of your return. Refunds will be issued by the original method of payment.

A maximum of \$100 in cash will be refunded. Any cash refund of more than \$100 will be issued by a check refund within 7 days. Area rugs and remnants, in new and resalable, condition may be returned within 48 hours for a full refund or within 7 days for a store credit. In STOCK (not special order) Wood; ceramic, vinyl tile and sundries, in factory sealed cartons, may be returned for a full refund within 7 days from the date of the sale.

We are happy to special order in Merchandise, if you cannot find anything in stock.

However, we cannot process any returns or refunds on special order merchandise.

All merchandise sold as "AS IS" or "FINAL SALE" IS NON RETURNABLE.

No refunds, exchanges or returns will be accepted on merchandise that has been cut, bound or altered in any way, in the event a manager authorizes a return on "cut" merchandise, a restock fee will be applied. The amount of the restocking fee is 35%.

PAST DUE ACCOUNTS: All past due invoices area subjects to a 1% service charge per month. In the event of a default in payment, purchaser agrees to pay in addition to the outstanding balance, the full cost of collection including collection agency fees, statutory costs, disbursements and legal fees equal to 25% of the unpaid balance.

CUSTOM ORDERS: Any orders marked as "custom" in the line detail cannot be canceled or returned. These orders are made to the requested customer specifications and once approved by the customer, are considered final.

MATERIAL WARRANTY AND CLAIMS:

Do not install any merchandise with a visual defect. Korkmaz will replace any merchandise with a visual defect with same or equivalent product upon return to the warehouse.

- In the unlikely event that a product is found to be defective contact our customer service department as soon as it is identified, Korkmaz may, at our discretion, arrange an in-house inspection. If the product is found to be defective, Korkmaz will repair or replace said merchandise with the same or an equivalent.
- * Un-installed and uncut merchandise that has a defect or damage may be returned for exchange of same material within 10 days from the date of purchase. In the event the merchandise is no longer available, Korkmaz will replace the merchandise with equivalent or better. All merchandise sold "AS IS" is not subject to return or exchange.

ORDERS TO BE PICKED UP:

* All merchandise must be picked up within 90 days from the date of this invoice. Merchandise not picked up within that period will be assessed a storage fee at the rate of 10% of the cost of the goods for each subsequent month thereafter. After a period of 6 months, the goods will be restocked and a store credit will be issued for the value of the merchandise less applicable storage and restock fees. Special order merchandise will be dated from the time merchandise is received into our warehouse.

TERMS AND CONDITIONS

INSTALLATION:

Korkmaz Rugs and Flooring guarantees the workmanship of the installation for a period of one year from the completion of the installation.

* During the warranty period, equivalent will repair, at no charge to you, any defects due to faulty workmanship. The Korkmaz warranty does not colver damage caused by abuse, misuse, neglect, improper care/cleaning or acts of nature. Merchandise and materials are covered exclusively by the Manufacturer's warranty. If any,

Korkmaz will assist you with warranty claims against Manufacturer. This warranty provides you with specific rights. You may have other rights under applicable law.

NOTICE TO CONSUMER

You may cancel this contract at any time before midnight of the third business day after receiving a copy, of this contract. If you wish to cancel this contract, you must either

- 1. Send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or
- 2. Personally deliver a signed and dated written notice of cancellation to:

Korkmaz Rugs and Flooring 10 Route 17 South Rutherford, NJ 07070

(Phone number of Contractor) (201) 372-0090 (Fax number of Contractor) (201) 372-0187

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice

PAYMENT TERMS:

Your down payment required is 80% of the total amount of the sale.

- * Remaining 20% is to be paid to the installer at the completion of the installation. Only certified checks or money orders will be accepted on the day of installation.
- * If you would like to pay your balance by credit card you may do so prior to your installation.

* Measure Fee is non-refundable.

* \$50.00 measure fee will be assessed if order is not consummated.

TAX CHARGES:

* Sales tax will be charged based upon local, city, and state tax laws.