

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability; Acceptance; Compliance. These General Terms and Conditions (“Terms”) apply to all quotations, proposals, orders, and product sales between Spartan Surfaces, Inc. (Spartan) and you, our customer (“Customer” or “You”). Any terms or conditions different from these Terms, including hand-written revisions, are neither effective nor enforceable, and are null and void. You must review manufacturer’s Material Safety Data Sheets (MSDS) prior to submitting orders, and Installation Instructions prior to installation of any materials purchased from or through Spartan. You are also responsible for compliance with applicable laws and rules for storage, use, handling, installation, or disposal of products.
2. Delivery; Title. All direct and/or drop-ship deliveries arranged by Spartan are FOB/Customer warehouse (or alternative requested delivery location), and title passes to Customer upon FOB delivery.
3. Duty to Inspect; Quality Assurance. Customer should possess necessary expertise in flooring industry and practice. Upon delivery, and prior to installation, Customer must conduct thorough product inspection, to determine proper quality, quantity, and that product ordered is product received, and must conduct thorough site inspection to determine satisfactory conditions (including proper site testing). Customer must promptly rectify unsuitable site conditions and notify Spartan of any defective product or adverse site conditions (i.e. moisture and contaminants) (“Adverse Conditions”). Customer’s failure to notify Spartan of product overage or product rejection based on defect within 72 hours of delivery constitutes a waiver of Customer’s claims. *Customer should not install any product that is or may be defective, or commence installation if product is unsuitable for any reason, or, if any Adverse Conditions exist.* Customer must *stop installation* if any of the foregoing conditions are discovered after installation has commenced. In all such circumstances, Customer must notify Spartan in writing immediately, to arrange for Spartan and manufacturer verification of same and prompt return of remaining product. Upon authorization of an authorized representative of Spartan (“Spartan Authorization”), Customer shall return defective product to Spartan, at Customer’s expense. Spartan may suspend further deliveries until Adverse Conditions are corrected. No returns require a “Return Materials Authorization” (RMA) number, and are subject to Spartan’s restock and freight charges.
4. Other Returns or Cancellations. All returns require prior authorization and must be shipped prepaid. Only full cartons or full rolls are subject to return. Returns are at the sole risk of the shipper and returns that arrive damaged will not be subject to credit, even if authorized. All returns are subject to a restocking charge at the discretions of Spartan. Returns will not be accepted on any special order or custom products, sundries, or any product if returns occur after 30 days of delivery. Orders cancelled after 72 hours of placement are subject to a 40% cancellation fee.
5. Limited Liability of Spartan. Spartan’s obligations are limited to product storage prior to delivery and only when applicable. Product defects or other claims are subject to the applicable manufacturer’s warranty. Spartan is not responsible for Customer’s failure to deliver or comply with installation instructions, or for improper control. Spartan is not liable for loss or damage resulting from any such delays. Spartan is not responsible for defective products, Adverse Conditions, for product delivery (including storage, handling, or installation), changes in product design, or, for the consequences of Customer’s use of products in any manner not recommended by manufacturer for use with product (including Customer’s use of adhesives or underlayment’s). Spartan is not responsible for the finished work in which product is used. Spartan’s liability prior to product delivery is limited to the return of any Customer’s deposit. After delivery Spartan’s liability is limited to the replacement of defective product. After delivery, Customer’s claim must be made pursuant to the applicable manufacturer’s warranty.
6. Pricing and Payment Terms. Prices are subject to change without notice. Spartan’s payment terms are cash or Customer’s good check or credit card. No charge, expense or set-off, incident to any claim is permitted without Spartan’s written authorization. If Spartan initiates any legal action to collect any overdue payment (such legal action to include demand letters and other legal correspondences prior to filing suit), then Customer is responsible for all of Spartan’s collection costs and expenses (including court costs and reasonable attorney’s fees) arising from its effort to collect any unpaid balances shall accrue at the rate of 1.5% per month.
7. Governing Law. These Terms are construed and enforced in accordance with the laws of the State of Maryland and not its laws of conflict. Any judicial action brought to enforce the rights of the parties hereto shall be brought in the Circuit Court of Maryland, Harford County, Bel Air, Maryland, which Court shall exclusive jurisdiction over the above matter.
8. Miscellaneous Provisions. These Terms supersede all prior or current written, oral, implied agreements between Customer and Spartan and may not be changed without Spartan’s written Authorization. Spartan makes no representations, warranties, or covenants other than as set forth in these Terms. If any provisions herein are determined by a court of competent jurisdiction to be invalid, the remainder of these Terms shall remain in effect. The prevailing party in any dispute (as determined by the court) shall be entitled to recover reasonable attorney’s fees and court cost from the non-prevailing party. Spartan’s failure to enforce its right herein shall not be deemed a waiver of its right to enforce the same or any other provision in the future. All notices pursuant to this Agreement must be in writing, and sent via facsimile, electronic mail, or nationally recognized overnight courier, and all such notices shall not be deemed received without evidence of receipt.