



Customer Service Phone: (888) 460-1165 Customer Service Email: <u>info@LWFlooring.com</u>

RETURN CLAIMS

LW Flooring is dedicated to our customer's satisfaction. If you are not satisfied with your purchase, or you have an overage notify us within 30 days of product receipt. *All products must be returned in the original packaging and salable condition*. Returned product (that is no fault of LW Flooring) is subject to a *restocking charge of 20%, or a minimum of \$50.00 whichever is greater, and must be returned at your freight expense*. Freight charges are non-refundable. *If the material is returned in non-salable condition, no credit will be issued*. Please review the full LW Flooring Return Policy at www.lwflooring.com/policies for more information.

DAMAGED SHIPMENTS

SEE CONSIGNEE RESPONSIBILITY FOR MORE INFORMATION ON NEXT PAGE

It is essential to inspect your product thoroughly before accepting and signing for your carton. Packaging that appears in good condition does not guarantee that there is no "hidden" / concealed damage. Legally, by applying your signature, you are signing a document stating that you have inspected the item and it is in good condition. In this case, any later claim for unnoticed / concealed ("hidden") damage must be filed by you with the carrier as we will have no recourse when the item is signed for.

If you notice damages to the product during your inspection, please call our customer service department immediately. Claims must be filed within 7 days after receipt. We will issue a return merchandise authorization (RMA) number if a claim is made within the timeframe stated.

DEFECTIVE OR ERROR IN MERCHANDISE

If you receive a defective or wrong product upon delivery and it's not due to shipping damages, please contact our customer service, and we will provide you a Return Authorization (RA) form and number.

DISCLAIMER: CUSTOM ORDER ITEMS

(t-moldings, thresholds, reducers, stair noses, quarter rounds)

LW Flooring reserves the right to deny returns on custom-ordered items. Custom order items are custom order from our third-party distributors, and LW Flooring has no control of their return policy. LW Flooring can assist in the return process, but we cannot guarantee a refund of your payment on the products that is/are in no-fault of our vendors.

*********** GENERAL NOTES AND POLICIES **********

- > **INSPECT!** !After signing for and accepting your merchandise, you are responsible for all damage claims.
- > You must contact us within 7 days of receiving your merchandise if your product is damaged or in error
- In the event of product damage (not due to shipping) or error return, you must contact customer service to receive a return merchandise authorization number (RMA). We CANNOT process your claim without an RMA number.
- All LW Flooring no-fault returns will incur a restocking fee (see above schedule)
- > Shipping and handling charges are non-refundable.

CONSIGNEE'S RESPONSIBILITY

Your shipment is being transported via freight truck, and LW Flooring wanted you to be aware of your rights and responsibilities as the end recipient (from here forward known as the "consignee").

There are a lot of things that can happen between the manufacturer and your delivery location; therefore, we are asking you to do a very small amount of work to protect yourself and us.

To ensure that you are receiving what you ordered and in acceptable condition, all carriers specify that you **MUST** inspect, examine, and inventory your shipment as it is unloaded.

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Return Policy

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On arrival, inspect the shipment immediately for obvious signs of damage.

- Any and all shortages and damages must be written on the Bill Of Lading or Freight Bill. Should you determine that any
 items are damaged or missing, you <u>MUST</u> note the item, the discrepancy, and the condition before you sign it! Then call the
 freight company to report any problems.
- You should open cartons and containers. If there is the slightest doubt that the merchandise is damaged (concealed or not) it must be noted on the Bill Of Lading or Freight Bill, or the liability to prove that the delivering carrier did the damage becomes your responsibility.
- Do not be intimidated by the driver. They cannot leave until the Bill Of Lading or Freight Bill is signed (regardless of how much in a hurry they are or how late they are). The carrier's driver should help you receive your shipment and answer your questions. While your driver is there, compare the pieces of freight you are receiving to your carrier's freight bill. When you've determined that the condition and quantity of your freight are acceptable, you can sign the delivery receipt. The driver will provide you with a copy, taking the signed copy with them (as a delivery receipt). If one is not offered, request one, as is your right. The Bill Of Lading or Freight Bill is the only documentation of the condition of a shipment when it arrives at your location, and without this document, we cannot hold others accountable for items damaged or missing.

Discovered damage

If there is discovered damage: if the box, crate, or merchandise is visibly damaged, refuse the delivery and contact us immediately to request a Return Authorization number so the merchandise can be shipped back to its origin at no charge. Please also notify us of the situation as quickly as possible so we can follow up on our end to assist with any required procedures.

Concealed damage

If there is concealed damage: although we strongly recommend inspecting the shipment prior to signing the delivery receipt, some still do not do so. If the consignee or their representative sign for the shipment and then at a later time discovers that there is some damage not noticed at delivery (called "concealed damage"), then a claim will need to be filed by the consignee against the freight company - as a shipment is technically the property of the consignee once it is loaded onto a freight truck, it is the consignees responsibility to pursue a damage claim for replacement or compensation.

Your signature on the delivering carrier's freight Bill Of Lading (BOL) constitutes acceptance of the merchandise as is and in good order. If you do not inspect before signing you are, for all practical purposes, waiving the right to collect on a damage claim even if the damage is discovered later (known as concealed damage).

It is the responsibility of the person who signs for received items to inspect and note any and all problems <u>before the delivery person leaves</u>. You have heard the term "FOB" (Freight On Board) - this term simply means that once the carrier picks up the material from the factory/supplier, the factory/supplier is no longer responsible for the material.

If you have someone signing the freight bill for you, for whatever reason, they are acting as your representative; you should inform them that they should check for missing or damaged items. If the freight is signed for without notating damaged or missing pieces, it is almost impossible to get the freight companies to take responsibility.

LW Flooring realizes this can be a time-consuming process, but much of the hassle can be eliminated with prompt, well-documented action with the carrier.

LW Flooring cannot be held responsible for freight damage or missing pieces; we will help you deal with the freight company, but you must call the freight inspector and you must file the claim. Ultimately, it is the Freight Company's responsibility to deliver the shipment in good condition, and it is the consignee's responsibility to inspect and sign for the products and notate any missing or damaged pieces.