



GENERAL TERMS AND CONDITIONS

Effective: April 15, 2014

Terms of Payment

1. Net 30 days with approved credit

Delivery Policy

Abraham Linc will make every effort to accommodate our customers at the point of delivery. We must take every precaution to protect our drivers from injury, damage of goods, property, and time loss. Our drivers have many deliveries to off-load on a route and must make an effort to deliver product in a safe and timely fashion. We ask our customers for understanding and help in order to offer outstanding delivery service. Please help us with the following delivery guidelines.

1. Standard delivery charge will apply plus any applicable fuel surcharges
2. Re-delivery is the standard delivery charge plus any applicable fuel surcharges
3. There may be a "minimum order" for delivery of \$200.00, \$500.00, or \$1,000.00 depending on area
4. A minimum job site delivery fee is \$100.00
5. A job site delivery must be pre-approved, and a delivery waiver must be signed
6. Delivery trucks are equipped with a carpet dolly, pallet jack, carpet winch, and liftgate
7. Abraham Linc vehicles and equipment may only be operated by its employees
8. Assistance must be given to the drivers for shipments over 200 lbs
9. Drivers are not permitted to do the following:
 - a. Hand-carry over 100 lbs
 - b. Carry product up steps
 - c. Throw, stock, or lift products above 4'
 - d. Spend more than 20 minutes on a delivery
 - e. Operate customer's equipment outside of the building
 - f. Clear obstructions to make room for delivered material in storage area
 - g. Pick-up packages or product without RA paperwork
10. Palletized orders will not be broken down and hand-carried by the driver
11. Snow and ice removal are the responsibility of the customer
12. Abraham Linc or its employees will not be responsible for damage to customer's equipment used for off-loading
13. All C.O.D. customers will participate in the Abraham Linc Electronic C.O.D. policy
14. Customers approved to pay at the delivery site, must have a check at the delivery location and payments must be received by the driver before off-loading will begin
15. Drivers may be instructed to bring back product if C.O.D. policy is not followed

Return Policy

1. Claims & Returns will not be picked up by Abraham Linc without RA paperwork
2. All merchandise should be inspected at the time of delivery, as acceptance indicates material was correct and received in good order
3. Any receipt of damaged material should be noted on the driver's delivery ticket
4. Returns must be properly repackaged for shipment before the return will be picked up
5. In the event Abraham Linc makes an error in delivery, we would like to be advised as soon as possible. We will arrange the time and date of pickup. There will not be a freight charge or restocking charge.
6. All returns to accommodate a customer's request will be subject to a standard handling charge of \$65 plus any applicable fuel surcharges for freight hauled back
7. A restocking charge of 35% or \$100.00, whichever is greater, will apply to all returns
8. The material must be in a saleable condition. Abraham Linc reserves the right to reasonably deny any returned product which is not deemed saleable.
9. No cut orders by Abraham Linc may be cancelled.
10. No returns will be accepted on carpet cuts and sheet vinyl less than 30 linear feet.
11. No returns will be accepted on less than 5 cartons of LVT, wood or laminate within the same register.
12. No returns will be accepted on open cartons, cut, and/or installed goods.
13. Because of the nature of the products of specials, drops, and seconds, they are void of Warranty and are NON-RETURNABLE.
14. NO RETURNS WILL BE ACCEPTED AFTER 30 DAYS.

Claims Policy

1. Claims will be denied on all products not inspected within 30 days of delivery.
2. All submitted claims must have the following documentation:
 - a. Completed Inspection Report
 - b. Original invoice date and/or carton end label information
 - c. Samples of product
 - d. Customer complaint form or letter defining the problem (if available)
 - e. Return authorization for sample(s)
 - f. Signature of Abraham Linc personnel completing form
3. Abraham Linc reserves the right to inspect all claims against manufacturers' warranties. Photographs and other documentation of the claim may be required.
4. Warranties are void if:
 - a. Products are abused or not properly stored, acclimated, installed, and maintained according to the manufactures and industry standards
 - b. Products are not first quality (i.e. seconds, imperfects, and discounted obsolete products)
 - c. Problems are caused by excessive moisture, hydrostatic pressure, or alkali
5. Exact color, pattern matches, or shading should conform, within reasonable variations allowable for this industry.
6. Customers accepting product from more than one dye lot or manufacturer's run may not file a claim for color, shade, or pattern variance.
7. Abraham Linc will not be liable for labor to remove and reinstall defective products that could have been replaced before installation.

8. In the event that labor charges are paid, Abraham Linc will pay normal and reasonable rates consistent with industry standards, as determined by Abraham Linc.
9. Abraham Linc will not be liable for shipping costs of assumed defective products if the product is found not to be defective.
10. Abraham Linc does not warranty or extend any implied promise or guarantee by any salesman or manufacturer's representative. Any special condition warranties must be in writing from Abraham Linc's President or Vice President.
11. Abraham Linc will endeavor to resolve claims as quickly as possible. All claims, if approved, will only be issued to the customer as a credit to their account.
12. Customers may receive a copy of the final disposition of the claim and a copy of the credit, if issued. The customer has a right to respond, in writing, to any claim disposition within 30 days. All written responses must be forwarded to the Sales Representative, Claims Administrator or the Vice President.

Cancellation Policy

1. Custom orders cannot be cancelled once the manufacturing process has been started.
2. Special orders CANNOT BE CANCELLED once the manufacturer has cut or shipped the product.

Open Order policy

1. Certain special orders may require a 50% deposit before ordering.
2. As an accommodation to our customers, we will keep an open order for a maximum of 30 days.
3. All orders (excluding already processed or special orders) will be cancelled after 45 business days.
4. Customers must take delivery of already processed or special orders within 30 days. Failure to take delivery after 45 days may result in the account being placed on hold.
5. C.O.D. customer orders that are already processed or special orders will be billed and held after 30 days. A service charge of 1 ½% will be charged to these orders, followed by an account hold after 45 days.

Cut Policy

1. Abraham Linc will not re-cut special orders or cuts that have been previously made.
2. All cuts are stamped with invisible ink.

General Policy

1. Orders placed for next day delivery must be received by 4:00 pm the previous business day.
2. All prices are subject to change without notice.
3. It is the responsibility of the dealer to determine which adhesive is suitable for each individual installation. Abraham Linc (and/or their employees) assumes no responsibility or liability for incorrect adhesive used with any product.
4. It is the responsibility of the dealer to match merchandise received with what was ordered from Abraham Linc prior to delivery to the end user.