

Terms and Conditions

1. Acceptance of orders. No orders shall be valid or binding, nor be a contract until approved and confirmed. No person or agent has the authority to make any changes in the Acceptance of Orders. All orders are accepted subject to and contingent upon work stoppages resulting from strikes, fires, accidents, war emergencies, material shortages, and any other circumstances that are beyond company control.

The company reserves the right to sell or not sell to any person or entity. All prices are subject to change without notice. All or portion of a stock order not shipped at the time of a price change will be invoiced at prices prevailing at the time of shipment. All **Custom** special orders, of flooring or surfaces, require a 70% non-refundable deposit and a signed estimate/invoice before production begins. The full amount will be due before the shipment of the order from the factory (delivery dates may change to verify funds have been cleared).

2. Payments and credit terms. All orders must be paid in full before pickup or delivery. Net 30 days from the date of invoice upon approval from Rhodium Floors. A finance charge of .8333% per month (APR of 10%) will be billed to all accounts that are past due at the close of each billing cycle each month. (Account customers only, subject to credit approval).
3. Price Quotations. Prices do not include delivery unless otherwise indicated. Quotations for future shipment of an order are made in accordance with our current published prices, terms and conditions of sale, and automatically expire whenever an announced price change becomes effective. A firm quotation shall expire at the end of 30 days unless extended in writing by Rhodium Floors.
4. Return and/or Exchange Policy. NO returns accepted on Custom made orders. All returns, and/or exchanges on in-stock products are subject to a 35% restocking fee and must be accompanied by an original invoice within 30 days from the date of purchase.

The merchandise must be returned to us shipping fee prepaid or drop off at our warehouse/store. Only sealed and Full boxes will be accepted; no partial boxes will be accepted. All returned merchandise must be in original boxes and must be in good and resalable condition with the provision that Rhodium Floors still carry the same inventory. Rhodium Floors reserves the right to decline a return subject to the condition of the products/accessories.

5. Cancellations of orders for stock items only. A 4% transaction fee shall be assessed on any cancellations prior to delivery if paying by credit card. NO order may be cancelled without our consent. Care must be used on all orders in specifying quantities and colors, as no allowances will be made for tile or wood flooring returns unless it is clearly shown to have been our mistake in filling the order.

6. Claims. Upon acceptance of delivery to the carrier, our responsibility ceases and the shipment becomes the property of the purchaser. All claims for damage, loss in transit and/or delays in delivery must be made upon the carrier or Manufacturer.

We will prepare and package all shipments in a suitable manner. We do not guarantee against breakage after material leaves our warehouse. Shipments via any 3rd party shipper etc., are at buyer's risk.

The buyer is responsible for inspection and the acceptance of our material before the start of installation – 'USE CONSTITUTES TO ACCEPTANCE'. Variations are inherent characteristics in all Wood, ceramic and porcelain products. Please inspect the wood or tiles from each box before beginning the installations. Any discrepancies must be reported immediately. The company shall not be liable for and will not recognize any claims made after installation. The company assumes no liability for any installation or replacement labor claims.

The company accepts no responsibility and will not consider any claims if the wood or tile produced or sold by the company fails to match reproductions of the company's color line in literature, color charts and advertisements. Tiles are kiln-fired producing variations in shade and size that cannot be avoided. Our manufacturers do not guarantee that shades and sizes will match from one lot of production to another.

7. Taxes. All orders accepted are subject to payment by the buyer of any Federal, State or Municipal taxes now in effect or which may be levied in the future.
8. Warranty issues to be directed at Manufacturers. Rhodium Floors is strictly a reseller of flooring surfaces and accessories and does not get involved in the manufacturing or delivery of items unless stated. If a warranty issue should arise upon request Rhodium Floors shall provide the necessary information to activate a complaint.
9. Rhodium Floors will not accept responsibility for any legal matters pertaining to warranty claims. Rhodium floors will not be responsible for any special, incidental, or consequential damages including inconvenience or loss of time.
10. Delivery Dates. Rhodium floors will not be responsible for any job site delays resulting from late arrival or incorrect materials arriving on site. Our estimated arrival times are purely guidelines and cannot constitute to actual arrival date.
11. We are not obligated to store the purchased products unless a storage agreement is in place. If the Customer does not accept the purchased products immediately after being informed either by email or phone that the product is ready to ship, we may store the products, in which case, we will not deliver the purchased products to Customer unless and until Customer pays us reasonable storage fees for the time period that we stored the purchased products for.

12. Attorney's Fees. In the event of any dispute regarding these Terms and Conditions, the prevailing Party shall be entitled to reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

13. Wood Floors that go into storage and are not installed immediately upon delivery are likely to form face checking, cupping, warping, cracks, expand/contract, and possible damage to surface finish. We will not be liable for any such damage. It is vital to keep wood floors at a humidity level of 35-55% in a cool and dry place.

14. Wood flooring needs to acclimate for a minimum of 7 days prior to installation to ensure materials reach moisture content in equilibrium with expected use. Take necessary moisture readings to confirm when materials have reached proper moisture content and no further changes occur.

A qualified and licensed installer should perform the installation. CAUTION: DO NOT APPLY TAPE TO THE SURFACE OF THE WOOD. Wood is a natural material that reacts to climatic changes. Proper measures are to be taken in the storage and installation of materials. Maintain relative humidity, between 45% to 60%. Refer to installation guidelines provided by NWFA.

15. Any modification to the original structure or finish of the flooring, including but not limited to sanding, planning, or altering the shape, profile, or thickness of the boards, will immediately void all warranties, both structural and finish-related. These actions compromise the integrity of the product and interfere with the protective treatments applied during manufacturing. Rhodium Floors shall not be held liable for any damage, defect, or failure that results from such modifications. For any refinishing or alterations, prior written approval from Rhodium Floors is required to maintain warranty coverage.

16. All wooden floors have natural color variations. Untreated floors will have some color variation, depending on the species. Stained floors generally have less color variation. Smoked, fumed, or chemically treated floors have more color variation. Please be aware of the amount of variation before installing the floor. Installation of the floor assumes acceptance of the variation.

17. Wood is also affected by UV light and therefore will change color when exposed for long durations; this process is called 'oxidization' and happens over a period of several months to several years, depending on the species.

Different species will change different colors over different periods of time. Note that certain finishes also oxidize and this color change is in addition to the wood's oxidization. Floor coverings such as rugs and mats should not be placed immediately after installation. The floor should be allowed to stabilize for a few weeks.

18. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.