



**Rev 1/2018**

## **RETURNS & SHIPPING POLICIES**

### **WARRANTIES**

**Brew Floors offers warranties on many of its products which vary by product group/category. Please call or email for copies of warranties PRIOR TO YOUR PURCHASE. For warranty claim consideration for defective product a warranty claim form must be filed with all necessary information we request to be supplied. Warranties will not be allowed without following our warranty claim procedure.**

**CANCELLED ORDERS:** All orders, even if unshipped that are cancelled on or after the following business day after an order is placed are subject to a 10% order cancellation fee.

**RETURNS** are accepted only on stock items less a 25% restocking charge and less all freight charges both ways. Please check prior to ordering if your intended purchase is stock or non-stock. Custom colors, special orders or custom packaged products. Partial contents of kits and systems may not be returned since these are priced as a single unit or by square foot. Shipments to outside of the United States may not be returned. Items received back to our warehouse damaged or non-saleable are not returnable so make sure to insure and package properly when returning items. Returns must be made within 45 days of shipment to receive credit. Orders over \$2,000.00 and discounted orders priced below our web prices are not returnable.

Brew Floors will not accept returns for applications that are non code-compliant. Please contact our office for technical data prior to purchasing to assure state, federal and local code compliance prior to purchase.

Pre-authorization is required for all returns. Call our office for an RMA number. RETURNS WITHOUT AN RMA WILL BE REFUSED. RMA NUMBER MUST BE CLEARLY VISIBLE ON EXTERIOR OF PACKAGE. ALL RETURNS MUST BE SENT FREIGHT/SHIPPING PREPAID TO

### **Brew Floors**

**DISPUTES:** Disputes arising from the purchases from Brew Floors whether by phone or by internet shall be adjudicated in Superior Court of N.J./Union County, USA.

**SHIPPING** Since Brew Floors ships its products via common carriers and Fedex and UPS, sometimes minor damages or delivery issues may occur and are beyond our control, therefore do not schedule contractors or painters until you have received your order correctly and in usable condition, as Brew Floors will not be responsible for 'lost time' or other labor issues caused by material shipment delays. Please check all orders carefully upon receipt for proper colors and items since Brew Floors will not be responsible for replacement, damages or mis-shipments if not brought to our attention prior to the starting of your project, and allowing us reasonable time to correct any shipping or packing problems. Please make sure that personnel are available to accept packages when shipped, as Brew Floors cannot be held

responsible for freezing or other weather-related damages to our products for materials left outside if no one is available to receive them.

**COLOR VARIATIONS** Please note that epoxies and industrial type coatings are specialty products, unlike traditional latex or 'home use' types of paints and therefore between batches and orders of our products there may be slight color variations, therefore always make sure to order enough product for your project, as Brew Floors may not be able to supply you with additional product from the same matching color batch. Slight color variations between batches and orders are not covered under our warranty. Please note that specialized products such as we carry do not hold colors sometimes between batches, and to color swatches due to the manufacturing process. If, when applying your color it does not look correct, stop immediately and contact us. We suggest to mix (if applicable) and apply a small amount to a test area to assure your satisfaction with the color. Once you have applied the product, if the color is wrong or 'off', Brew Floors cannot be responsible if prior testing was not done.

**VOC REGULATIONS** Recent changes to environmental laws regulating VOC's vary widely by state and even within certain states. Canada has recently initiated lower VOC regulations too. Brew Floors reserves the right to substitute 'lower VOC' epoxy products or systems of equal to or better quality for online orders. If these substitutions are higher priced, you will be notified. We will make every attempt to notify purchaser of any substitutions, but Brew Floors is bound by the legal requirements to not ship certain higher VOC products to certain states. Please call or email our office for clarification or verification that your potential purchase can be shipped to your location. We offer a wide range of coatings that can be shipped to all 50 states that would replace any product that was regulated.

**PACKAGING** Photos of Brew Floors containers and packaging are representative only and actual containers, exterior labeling and packaging may vary significantly from Online Store or website photos. We do though assure you that all of our products are shipped 100% as described on our website and published technical data. Certain Brew Floors Products are manufactured for us to our specifications by outside manufacturers, and may from time to time get shipped in non-Brew Floors marked containers.

**DISCOUNTS** Discounts are not valid after purchases. Discounts may only be used at the time of purchase and will not be acknowledged after the purchase is made.

**CUSTOMER RESPONSIBILITY FOR SURFACE TESTING** Brew Floors products are sold for specific applications normally for concrete or wood. Application to other types of surfaces such as tile, rubber, laminate, VCT, fiberglass, asphalt, metal, etc may need special preparation methods or primers. Brew Floors always recommends that small test quantities be obtained for testing prior to coating your surfaces to assure that our products do not interact improperly since we cannot be responsible for improper interactions between our products and sub surfaces. Customers should request liquid samples from Brew Floors to determine surface porosity and final finish desired since Brew Floors cannot be responsible for surface texture and porosity conditions in the field which can greatly affect final outcome and finish. It is the customer's responsibility to obtain from us technical data sheets and/or test samples for review to assure no improper interactions with your surfaces. Brew Floors's liability is strictly limited to replacement of a like amount of material originally purchased or a refund. Brew Floors will not be liable for any labor, damages, or other charges as related to the project. Customers are also responsible for doing proper moisture testing on all surfaces to determine that moisture levels do not exceed 3 lbs/1000 sq ft/24 hours. Moisture levels beyond this reading require special moisture barrier pre-application coatings. Contact Brew Floors for details prior to purchasing or applying.

**SHIPPING POLICIES:** Orders placed online have shipping charges added automatically. Charges will be manually adjusted for any shipments outside of the 48 states. Job on Pallet online orders will have shipping charges added manually.

All orders shipping to Canada will have additional shipping charges added manually when your order is processed since our website is unable to accurately calculate Canadian shipping fees. Any cross border fees, HST/GST, and other clearance/custom fees are the responsibility of the recipient. Larger projects and quoted jobs, please contact our office for discounted shipping rates, as normally significant savings are available using motor carriers.

## **AFFILIATE TERMS AND CONDITIONS**

You must agree to abide by the terms and conditions in order to participate in our affiliate program. Please read the terms and conditions carefully before registering and using the Service as an Affiliate. By receiving an affiliate link, you indicate Your acceptance of the terms and conditions. If You do not accept these terms, do not use the brewfloors.com Service as an Affiliate.

The following agreement is summarized as follows:

- You place our merchant's banners, products, or marketing material anywhere on your site as you see fit, or within non-spam emails.
- We may email you concerning new merchant programs
- We might change the service here and then
- Adult, Hate, or other related sites are not allowed
- You will be paid your commissions, at the end of every month via PayPal.
- All statistics are collected and calculated by Brewfloors.com, and will be the only valid stats used for determining commissions.
- Any page that contains brewfloors.com links, banners, or code must be written in English.
- As an affiliate, you can only have 1 account. You can list multiple domains in one account, but only one account is allowed. Self-referrals for affiliate or merchant accounts are strictly prohibited.
- You won't hold us liable for anything, a link to a non-brewfloors.com Web site does not mean that brewfloors.com endorses or accepts any responsibility for the content or the use of such Web site.
- You cannot SPAM. We will terminate your account on the **first offense of SPAMMING**. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we WILL terminate your account on the first offense.
- You may place banners or links within your newsletters, in content of your website, or within other web related content.
- Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN MEMBERSHIP TERMINATION AND VOIDED COMMISSIONS.

- You cannot refer yourself as a Merchant with brewfloors.com and receive commission. Sorry.

## PRIVACY POLICY

brewfloors.com respects the privacy of its users and will not disclose personal information to third parties without the express permission of You and Your company. If You have any questions please contact [info@brewfloors.com](mailto:info@brewfloors.com).

## AFFILIATE PAYMENT

You will receive a Commission for sending a Merchant authorized sales via your Links. In order to place Links, You must first be approved by a Merchant to become an Affiliate of that Merchant's program. You understand that the Payout amount may be changed at any time. You are responsible for determining if the Payout for a Link You have placed on Your site has changed or been discontinued. You receive the Commission from Brewfloors.com. Payments are made automatically on the twentieth (20th) day of each month when Your account balance reaches \$50 or more for the previous months' transactions. Money credited to Your Account does not accrue interest. In the event of a VOID by a Merchant, brewfloors.com may recover from You the corresponding Commission previously credited to Your Account. The VOID Commission will be immediately deducted from Your Account balance. In the event that Your Account balance is less than the VOID Commission, the VOID Commission will be deducted against Your future earnings. You will NEVER be asked to send money to brewfloors.com

## AFFILIATE COMMISSION

You will receive a Commission agreed upon with BrewFloors management.

## SERVICE AND SUPPORT

Brewfloors.com will provide support for the Service as indicated on the brewfloors.com Web site.

## EMAIL CONTACT

Brewfloors.com reserves the right to send e-mail to You for the purposes of informing you of applicable changes or additions to the Service or any brewfloors.com related products and services.

## CHANGES TO THE SERVICE

brewfloors.com reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, brewfloors.com will notify You via e-mail, newsletter or the brewfloors.com Web site at least 7 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Service.

## REGISTRATION

To sign up as an Affiliate of brewfloors.com and to use the Service as an Affiliate Partner you must be at least 18 (eighteen) years of age.

## ACCEPTED USE

You represent to brewfloors.com that all content You provide to the Service is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any

other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or otherwise publish as an Affiliate of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As brewfloors.com may not review all information provided by You, You shall remain solely responsible for Your content and Web site. As an Affiliate, You may not artificially inflate traffic counts to Merchant site(s) using any device, program, robot or other means, including but not limited to JavaScript pop-up windows and redirects. You may not click on Your own banners and/or links or submit multiple leads to Your Merchant partners.

**Links may not be placed in newsgroups, unsolicited e-mail, ICQ, banner networks, counters, chatrooms or guestbooks. Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales, leads, or clicks to the related Merchant for that Link.**

#### LIMITATION OF LIABILITY

brewfloors.com OR ITS SUPPLIERS OR RESELLERS OR MERCHANTS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE brewfloors.com SERVICE OR ANY INFORMATION PROVIDED ON THE brewfloors.com WEB SITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF brewfloors.com OR A brewfloors.com AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE OR ANY HYPERLINKED WEB SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, brewfloors.com's LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

You agree that brewfloors.com, although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, and the Merchant, jointly and severally agree to indemnify, defend, and hold harmless brewfloors.com and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

brewfloors.com agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to brewfloors.com's negligence or willful misconduct in performance of the Services or its breach of this Agreement.

#### NON-DISCLOSURE

brewfloors.com acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your company. brewfloors.com agrees not to

disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of brewfloors.com, that becomes available to brewfloors.com from third parties without knowledge by brewfloors.com of any breach of fiduciary duty, or that brewfloors.com had in its possession prior to the date of this Agreement. brewfloors.com **does not collect information** about a Merchant's customer transactions, other than what is passed to us through the installed tracking code and displayed on Your own transaction reports. Any information we receive is used solely for tracking and Commission payment purposes. brewfloors.com reserves the right to be able to utilize this data in aggregate to analyze Service trends, monitor Service efficiencies, and perform such other analysis as brewfloors.com deems appropriate.

#### OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Merchant provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Merchant, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, tradenames and service marks related to the foregoing shall remain the Merchant's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

A Merchant may immediately terminate Your license to use the marks if the Merchant reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by the Merchant above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge the Merchant's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Merchant.

#### REPRESENTATIONS

brewfloors.com makes no representations whatsoever about any other Web site which You may access through the Service. In addition, a link to a non-brewfloors.com Web site does not mean that brewfloors.com endorses or accepts any responsibility for the content or the use of such Web site.

#### NONASSIGNABILITY

Affiliate or brewfloors.com may assign this Agreement to any successor or affiliate upon notice to the other party and mutual agreement between both parties.

#### FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

#### JURISDICTIONAL ISSUES

This Agreement shall be governed by New Jersey, USA law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of New Jersey, USA and You consent to such jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

#### MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.