



INTERNATIONAL TILE & STONE

An  Company

[www.ITSyoursource.com](http://www.ITSyoursource.com)

# Service Agreement Terms

## Locations:

1806 Mason Ave.  
Daytona Beach, FL  
32117  
(386) 253-1112

1170 S Williamson BLVD  
Daytona Beach, FL  
32114

## PURCHASE ORDER REQUIREMENTS

- Purchase orders should be sent to the [ITSorders@ilginc.com](mailto:ITSorders@ilginc.com) customer service email.
- The following information must be included on all purchase orders to not delay processing:

Customer Name/Account Number, Builder or Project Name, Purchase Order Number, Lot Number and Community, Ship-To Address, Requested Delivery Date (if date requested does not fall on a scheduled delivery date, delivery will default to next planned day)

- All purchase orders will be entered, and an order acknowledgment will be issued within 24-48 hours of receipt to the [ITSorders@ilginc.com](mailto:ITSorders@ilginc.com) email.
- ITS does not accept verbal or over-the-phone material requests, a purchase order must be submitted to the ITS customer service email.

## CHANGE ORDER REQUESTS

- Requests to modify a purchase order must be sent to customer service three days prior to the requested delivery date if that date is intended to be kept. Encroachment of this deadline will result in the order being pushed to the next scheduled delivery day.
- Changes include material or quantity adjustments, ship-to address, community or lot information, requested delivery date, as well as request to cancel POs.
- Any orders that have been pulled and staged for shipping that require any of the modifications listed above can result in additional services charges and/or restocking fees. Customer service will communicate any additional charges at the time of the change order request.

## EXPEDITED SHIPPING REQUESTS

- ITS will accommodate expedited shipping requests to the best of its ability, but due to several factors outside of ITS control will need to address these needs on a 'case-by-case' basis and is not something promised or guaranteed.
- If expedited shipping is viable, the customer will be responsible for any additional shipping costs and/or freight surcharges incurred.

## BACK ORDERS

- Backorder notifications are sent to customers at material allocation and not during order entry. Order allocations occur approximately five days prior to the requested delivery date.
- Once a backorder is acknowledged and a requested delivery time cannot be met, ITS will advise customer of the delivery date only after confirming with a procurement officer when replenishment can be expected and order can be fulfilled.
- Back ordered ETAs and subsequent revised delivery dates for material on backorder are subject to change, estimated replenishment dates and ETA's to customers are never promised or guaranteed.

## SHIPMENT ISSUES

- All shipping issues must be reported immediately. In the event a customer receives material that does not match the referenced PO and/or the shipping paperwork (i.e. a picking/staging error, order entry mistake, etc.) an RMA will be issued and subsequent credit posted once material has been returned and checked in at ITS. The correct material and quantity will be shipped to deliver on next scheduled day at no additional expense to customer.

## DAMAGED SHIPMENTS

- Material damaged during shipment must be reported within 48 hours of delivery for reimbursement to be honored.
- If additional material is needed to compensate for material damaged in transit, a new PO will need to be issued to the ITS customer service email.
- Photos of all damages are required for full reimbursement (i.e. if claim is for five damaged boxes, then five photos, one for each box, are required for full credit to be issued) **We do not need separate photos of individual cartons, but all damaged cartons must be visible in pics along with carton labels, no matter how many pictures are needed.**
- ITS may require damaged material to be returned depending on the nature of claim and/or damage(s). Damaged material cannot be discarded until explicit approval from an ITS representative. Any premature discarding of damaged goods may not qualify for reimbursement.

## SHORT SHIPMENTS AND OVERRAGES

- Report any shipping quantity discrepancies to the ITS customer service email. Missing balances from a shortage will be shipped immediately. Overages may be required for return to ITS, a representative will advise at the time of reporting.

## FREIGHT DELIVERY CUTOFF TIMES

### FULL ORDERS

SCHEDULED DAY	ORDERING DEADLINE	SCHEDULED DAY	ORDERING DEADLINE
Monday	Previous Wednesday, by EOD	Tuesday	Previous Thursday, by EOD
Wednesday	Previous Friday, by EOD	Thursday	Previous Monday, by EOD
Friday	Previous Tuesday, by EOD		

### PUNCH MATERIAL we consider punch as smaller orders that can fit multiple orders on one pallet

SCHEDULED DAY	ORDERING DEADLINE	SCHEDULED DAY	ORDERING DEADLINE
Monday	Previous Thursday, by 3pm	Tuesday	Previous Friday, by 3pm
Wednesday	Previous Monday, by 3pm	Thursday	Previous Tuesday, by 3pm
Friday	Previous Wednesday, by 3pm		

## HOLIDAY CLOSURES

New Year's Day	Thanksgiving Day
MLK Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

## HOURS OF OPERATION

Showroom	8am-5pm
Customer Service	8am-3pm



## LIMITED WARRANTY

ITS protects all products sold under the ITS brand with a 1-year limited warranty, unless otherwise specifically stated in a builder supply contract agreement. This guarantees that all material will be free from manufacturing defect(s) during the warranty period, and that all tile/stone products supplied will be classified as 'First Quality Goods'. This warranty does not protect mishandling or misuse, physical damage, negligence, the use of chemicals or cleaners on products not recommended by ITS or the product manufacturer, or any other harm or physical manipulation of the product that has occurred post-manufacturing. All material defect claims are to be reported immediately (see claims section). Under this warranty, ITS reserves the right to determine claim validity by means of but not limited to, physical examination of material, manufacturer's evaluation, the use of the 3rd party inspection agency or licensed flooring inspector, TCNA lab testing following the ASTM test method specified by ANSI and/or ISO standards, or any other means to evaluate the nature of the reported defect. All products must be inspected prior to installation and any material that present visual defects and/or deformities that are installed are not covered by this warranty.

## PRICE/PRODUCT CHANGE NOTIFICATION

ITS strives for continuity of its product portfolio, but there are several factors that may require a change, modification, or discontinuation to any SKU that may come at the request of the source of supply, the builder, or ITS at any time. These changes will be reflected on the builder pricing matrix and distributed to all vendors that perform contracted work for the builder the product change affects. When a product is discontinued, ITS will attempt to secure/reserve the amount of inventory necessary based on historical usage to not affect homeowner closings, but this is not promised or guaranteed. Any possible disruptions will be communicated to the builder and the contractor. All pricing for products that exist on a specific builder NTE price list will be honored during the course of the supply agreement period. ITS will not change product pricing unless explicitly communicated to the builder 180 days in advance if a price adjustment is necessary (i.e. market and/or global factors beyond ITS control) during a supply contract term. The adjusted NTE pricing will be reflected on the builder pricing matrix and distributed to the vendors performing contract work for that builder. Sundries and other non-NTE items supplied by ITS are under price protection and any adjustments will be notified to the customer 90 days in advance. Due to possible market conditions beyond ITS's control, freight and other fuel surcharges may be added to invoices with a 7-day notice to account for fluctuations, however this would only be necessary in 'extreme and sudden' market instabilities.

## CLAIMS

All claims are to be reported to the ITS claims department. If the claim is regarding a job in progress, the installation must be immediately stopped and reported to ITS. For defective material, ITS will honor labor, material, and other surcharges within reasonable market costs up to an area of 400 square feet of installed material. If a defective material claim is not reported immediately, cost(s) associated with rectifying the installation prior to ITS being afforded the opportunity to conduct a thorough review of claim will fall on the customer and/or contractor. Proper evaluations, determinations, and resolutions of claims can take up to 30 days from day it was reported, and no repair costs or other associated costs will be honored or reimbursed without explicit consent from ITS in writing. All claims must be submitted in writing with clear photographic documentation along with a completed ITS claim form.

**Any product with visible defect(s) that is installed voids the product warranty and all associated repair costs will not be covered or reimbursed.** Material damage during shipment must be reported within 48 hours of delivery. Damaged material not reported in this specified time frame will be replaced at full cost.

Claims can be submitted by emailing: [ITSClaims@ilginc.com](mailto:ITSClaims@ilginc.com)

## SAMPLE POLICY

Product samples may not be an exact match to supplied materials due to variations in batch manufacturing. A sample product is merely a representation of a product. This means the supplied materials may have slight differences in color, shade, and/or surface appearance.

Samples can be requested by emailing: [ITS-Samples@ilginc.com](mailto:ITS-Samples@ilginc.com)

## DISCLAIMER

ITS products are subject to variation in appearance, color, shade, size, thickness and other physical properties between production batches and/or lots. Only technical specifications and other performance-related characteristics of the product are covered by the warranty (see limited warranty section). ITS does not guarantee products or materials of a specific dye lot can be provided if requested to match a dye lot or production batch previously sold. Variations between batches or lots are identified by the dye lot assignment and production date printed on the label of each box. Materials from the same assigned dye lot/caliber markings can be installed together in a single assembly. ITS sells its products with the assumption they will be installed by a licensed flooring or industry professional and is free from and void of responsibility or liability related to product misuse, installation practices inconsistent with industry standards (please reference the latest editions of the TCNA Handbook or the NTCA Manual for Installation of Ceramic Tile), or any other improper handling or use of its products. Tile specification information, data sheets, or other literature published by the manufacturer can be provided upon written or expressed request.

