



**Westwood / Palm Beach Appliance Company
Terms and Conditions**

- 1 Product Availability & Price Increases** - Seller shall not be liable for any condition beyond their direct control, including issues or delays caused by conditions such as discontinued items, backordered items or price increases. In situations where an item is discontinued or backordered the buyer agrees that the seller has reserved the right to replace that item with the closest equivalent item. If the replacement item is more expensive, the seller will propose a change order to the buyer for their review and approval.
- 2 Sales are Final** - All sales are final, and cannot be canceled, refunded or returned. The seller's total liability of this agreement is limited to the sale price of the proposed job. Seller is not responsible for any delays or costs incurred which are associated with circumstances beyond their direct control, including but not limited to acts of god, government regulation, code, fire, accident, strike, transportation, labor shortages, or supply shortages.
- 3 Pricing** - Prices for installation provided to the client are estimates only and any work outside of the seller's standard first floor installation is not included unless clearly outlined in the proposal. Any site conditions outside the seller's standard first floor installation will result in additional charges. In cases where adverse site conditions are discovered, the seller reserves the right to decline the installation and it will then become the buyer's responsibility to complete the work.
- 4 Model Selection and Specifications** - All model numbers provided have been reviewed by the buyer and have been approved by either the buyer or their representation. All appliances have been confirmed to be the correct item for their application. All specific details have been reviewed and approved including all job site requirements, such as electrical, plumbing, dimensions, panels, pumps, hinging, and all other specifications that may affect the installation of the appliance package. All appliances sold are final and no returns or exchanges will be accepted due to the buyer or their representative failing to confirm all specifications are correct for the job application.
- 5 Date and Confirmation** - Estimated dates of installation provided by the buyer are estimates only and are likely to change. As a result the seller does not guarantee installation on any provided dates as the seller cannot predict their future schedule or availability. When the appliances are received by the seller's warehouse the seller will contact the buyer or representative to collect payment by check for the appliances. Once payment for the appliances is received by the seller's office, the seller will contact the buyer or representative to schedule delivery and installation based upon their schedule and availability at that time. If there are changes to the buyers schedule it is their responsibility to notify the seller of cancellation at least 5 business days prior to the scheduled date. Failure to notify the seller within 5 days in advance will result in additional charges that will be determined by the seller at that time, based upon the circumstances and costs associated.
- 6 Additional Trip Charges.** Additional trip charges will be charged for any items beyond the seller's control that prevent the delivery or installation on the scheduled date. Examples of such items, electrical or plumbing not ready for connection, no access to the area, cabinetry openings incorrect, flooring or other delicate surrounding items not being sufficiently protected, ect.
- 7 Access** - In order for the seller's team to be able to complete the delivery & installation they must have a clear path of paved hard surface sufficient to complete the work, and the water and electric must be on. This path must be free of obstruction including items, obstacles or other workers. All flooring surfaces and other delicate items in the area must be adequately protected. If the buyer paid additional charges for items such as elevator or stairs those areas must be adequately protected, and the path must be sufficient to safely complete the work. In order for the seller to complete the installation the area shall be nearly 100% complete, including but not limited to completed work such as, counter tops, sinks, plumbing, flooring, painting, electrical, cabinetry and all other variables that will affect the installation or protection of the appliances. This work must be done prior to their arrival as the seller does not offer these services.
- 8 Customer Pre-Install Checklist** - Buyer agrees to complete the seller's Pre-Install Checklist and to send pictures of site conditions prior to scheduling installation. This will help to ensure a smooth installation, avoid cancellations and additional trip charges,
- 9 Removal of Existing Appliances** - Charges for Removal, Haul away, and disposal of existing appliances are not included unless clearly outlined in the proposal. If the buyer requires these services, it will be the buyer's responsibility to acquire a proposal and accurately describe all related conditions that may affect this work including sending pictures.
- 10 Inspection** - At the time of delivery or pick up all appliances are to be inspected by the buyer or their representative to ensure items are not damaged. Any discovered damage must be noted on the delivery ticket. Any damage not noted on the delivery ticket will be considered damage after delivery, and it will be the buyer's responsibility to cure the damage. Once the buyer or representative takes possession of the appliances, they are responsible for protecting the appliances, and any damages that are discovered after taking possession. Any damages found or created after the date of delivery, pick up, or installation will not be covered by warranty.
- 11 Installation** - Installation by the seller is an optional service and only includes standard connection of the appliances in accordance with local codes and product specifications. Any work outside the standard connection is not included and the seller does not offer these services. Appliances that require custom metal work, duct work or a gas connection must be completed and contracted directly to a specialty contractor by the buyer as the seller does not offer or subcontract these services.
- 12 Export** - All products sold are manufactured for USA standard utilities with a voltage of 110/220V, 60 HZ, Liquid Propane, or Natural Gas. On jobs that are sold for use outside the USA, it is the sole responsibility of the buyer to verify the requirements of the country where they are to be installed, and to make sure all of the models proposed will fit their requirements and those requirements are outlined on their proposal prior to their approval. All products sold for the purpose of export do not come with a manufacturer warranty, unless clearly specified on the proposal or in manufacturer documentation. Once the material is ordered, all sales are final and no returns or cancellations will be accepted.

Customer Signature

Date

Printed Name

Continued WW/PBA Terms and Conditions

9 Returns and Cancelation Exceptions - All sales are final and can not be canceled for any reason from the date the job is ordered. Special exceptions are at the sole discretion of the seller. Special exceptions will not be considered for Hoods, duct covers, accessories or any custom made piece or non-standard color. In the case of a special exception being accepted by the seller the following charges will be incurred by the buyer. 1 - Cases where the appliances have not been received and can be canceled by the seller, the sale is subject to a 5% cancellation charge. 2 - Cases where the item is refused at delivery and is in an unopened box, the sale is subject to a 25%-50% restocking fee. 3 - In cases where the item has been delivered and returned within 3 business days from the date of delivery, and the product is in a pristine condition factory sealed package, the sale will be subject to a 25%-75% restocking fee. Any transport required to return the item is at the expense of the buyer and must be returned within 3 business days of the date of delivery or pick up. NOTE - Any item not returned within 3 business days or not returned in a pristine condition factory sealed package will not be considered for any exception or return.

10 Warranty - All product warranties are provided by the manufacturer only. The seller does not provide any warranty on the product, and it is at the manufacturers sole discretion how it handles any and all warranty claims. The seller is not liable or responsible for service, repair, or replacement of the product after delivery. The manufacturer warranty is between the manufacturer and the buyer, and it is the buyer's responsibility to work with the manufacturer to fulfill any obligation of repair, service, or replacement.

11 Installation Warranty - The sellers installation warranty is for a period of 90 days following installation granted the appliance has not been worked on or moved by another trade or worker. If an installation claim is received greater than 90 days from the date of installation it shall be at the seller's sole discretion whether or not additional charges for corrective actions will apply.

12 Warehouse Fees - 30 days of storage of the purchased appliances is included in the proposed price. If the buyer is not ready to take delivery or pick up within 30 days of the receipt at the seller's warehouse, additional storage charges will be incurred by the buyer. The charges for storage are as follows: Large item storage \$50.00 per month, Small item storage \$25 per month.

13 Separate Delivery and Installation - In cases where separate delivery and installation visits are required or requested for any reason beyond the control of the seller, additional charges will be incurred by the buyer. These charges shall be determined at the time the request is received based upon current site conditions, requirements and our schedule. The typical return trip charge is \$150.

14 Sales or Use Tax Exempt Classifications - All product sales are subject to sales tax unless a State of Florida exemption certificate is provided by the buyer in the buyer's name for use as described by the certificate.

15 Acceptance - This document and all other documents related constitute a binding agreement between the buyer and seller. These documents supersede any other discussion or promises made during the sales process. It is the buyer's responsibility to make sure any special terms are in writing, and included in the proposal or contract, if not they will be deemed to be not included, and any charges related to these items are the responsibility of the buyer. All sales require a 50% deposit in order for the seller to process the buyer's order. If the buyer fails to pay the 50% deposit it will be at the seller's sole discretion whether or not to order the proposed materials.

16 Security Agreement - The buyer and seller agree that the sold property is to remain under the seller's ownership until the total amount due is paid by the buyer. Failure by the buyer to pay in full as agreed will result in the removal and repossession of the product until such payment is made.

17 Default - If payment is not made in accordance with the conditions of this contract, the buyer hereby gives full permission and grants access to the buyers premises to remove said products, and agrees, any damages caused by such repossession is the buyer's responsibility. If said product is repossessed or any other actions are taken by the seller to fulfill the buyer's obligations under this contract the buyer agrees to pay all fees associated, including but not limited to attorney, court, removal, transport, and re-installation.

18 Terms of Payment. A 50% deposit is required for all orders to be processed, and the remaining 50% must be paid prior to scheduling the delivery and install. If the final 50% payment is not made this will result in delays of the scheduling and completion of your project.

19 Credit Card Charges and Fees - All credit card payments are subject to a 4% non refundable fee.

20 Showroom Display or Clearance Items - All display or clearance items must be picked up or delivered within 14 days otherwise they will be subject to the charges outlined in term 12. All items sold are sold "as is" and may or may not include a manufacturer's warranty. Any costs associated with missing items, damages, or non warranty repairs are the sole responsibility of the buyer. All sales are final, and no special exceptions will be considered for these items.

21 Consequential Damages - Buyer agrees the seller is not responsible for any consequential, incidental or contingent damages whatsoever. Buyer hereby indemnifies the seller against all losses, damages, expenses, attorney fees, or any other costs associated or arising from sold goods or labor.

22 Claims - All claims for error in the delivery or installation of products must be made in writing within 10 days of receipt of the goods.

23 Jurisdiction and Venue - Purchaser agrees to the Jurisdiction of the State of Florida Court System and agrees any legal action arising from this agreement shall take place only in Palm Beach County Florida.

24 Guaranty - The undersigned Guarantor(s) independently and jointly guaranty(s) the performance and obligations of the buyer as outlined in this agreement. This agreement is unconditional and is a continuing guaranty of payment by the buyer to the seller for all costs associated with this agreement, which is binding to Guarantor(s), their heirs, executors, administrators, successors and assigns.

25 Term Changes - Seller reserves the right to change the above terms without notice in the event the buyer fails to uphold any term or payment of this agreement. Buyer agrees that payment of a deposit on the job constitutes their agreement to the terms and conditions outlined above and the proposed material and labor outlined on the buyer's proposal.

Customer Signature

Date

Printed Name