



# TERMS AND CONDITIONS

1. **ACCEPTANCE.** (a) Purchaser shall inspect the work under this agreement immediately upon notification of job completion. Purchaser shall execute an "Acceptance of Job Completion" or similar form upon satisfactory completion of all we described in this agreement. Work under agreement shall be deemed completed and accepted should purchaser not execute an "Acceptance of Job Completion" or similar form within three (3) working days of its presentation unless within three (3) working days of job completion, purchaser notifies seller in writing of details of any failure to complete satisfactory installation. Purchaser shall allow seller to mark the installation with a marker containing seller's corporate name, trademark, address, website and telephone number. The marker shall be placed on the installation site in a location acceptable to purchaser.
2. **CANCELLATION.** PURCHASER HAS UNLIMITED RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME WITHIN FIVE (5) WORKING DAYS OF THE SIGNING OF THIS AGREEMENT. UPON WRITTEN RECEIPT OF CANCELLATION NOTICE PURCHASER SHALL RECEIVE PROMPT REFUND OF ALL MONIES PAID.
3. **PAYMENT.** Purchaser shall pay seller the total purchase price as follows: (a) A deposit of sixty percent (60%) of total purchase price due upon execution of this agreement, (b) Full balance of the purchase price due upon acceptance of job completion or deemed acceptance.
4. **FORCE MAJEURE.** Seller shall not be liable or in breach of this purchase agreement for any delay in delivery or installation if such failure or delay is due to civil commotion, adverse weather, acts of any government agency or government official, acts of God, inability to secure or delay in securing transportation, inability to obtain machinery, materials or sufficient qualified labor, or any causes beyond seller's reasonable control whether similar or dissimilar to the foregoing. In the event of failure to deliver or install, seller's sole liability and responsibility hereunder shall be limited to prompt refund of all monies paid by purchaser pursuant to this agreement. Upon such refund, this purchase agreement and all rights and obligations hereunder shall terminate.
5. **DEFAULT.** Purchaser shall be in default under this agreement if purchaser fails to make any payment hereunder when due. A late payment fee of forty dollar (\$40) will be charged and Late payments shall bear interest at the rate of Twenty percent (20%) per annum from the due date.
6. **WARRANTY.** (a) Seller warrants that the products shall be free from defects in materials and workmanship for a period of one to five (1-5) years as listed on agreement from the date of acceptance of job completion. (b) THE WARRANTY CONTAINED IN THIS SECTION IS EXPRESSED, STATUTORY, OR IMPLIED IN FACT OR BY LAW AND IT IS FURTHER AGREED THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE MADE IN CONNECTION WITH THE SALE UNDER THIS PURCHASE AGREEMENT. The purchaser and seller expressly agree that the remedies provided in this section are in lieu of all other remedies against seller which purchaser might otherwise have, to include, but not limited to, consequential damages, direct damages and indirect damages, and further that the seller's sole obligations hereunder are limited to the repair or replacement of defective material. If the same material is not available, seller reserves the right to supply material of a similar grade, color and quality material. (c) Unless purchaser of a warranty claim provides reasonable written notice, all claims shall be barred. Reasonable notice is defined as written notice received within ten (10) days of the date a defect was either discovered or should have been discovered with reasonable diligence. (d) THE WARRANTY CONTAINED IN THIS SECTION DOES NOT COVER NORMAL WEAR AND TEAR, GLOSS REDUCTION FROM USE OR EXPOSURE TO SUNLIGHT, SLIGHT COLOUR VARIATIONS FROM SAMPLES OR PRINTED BROCHURES, TEMPORARY YELLOWING, DAMAGE DUE TO STAINS, BURNS, CUTS, GOUGES AND INDENTATIONS CAUSED BY USUAL USE, PROBLEMS CAUSED BY MOISTURE, CHEMICALS, ALKALI, HYDROSTATIC PRESSURE, CRACKING, SEAMS, VARIATIONS IN FINISHED GRADE, SHIFTING OR LIFTING OF THE SUBSTRATA OVER WHICH THE PRODUCT HAS BEEN INSTALLED. (e) **Seller and purchaser** understand and agree that the price stated in the purchase agreement is a consideration in limiting the liability of seller.
7. **TAXES.** Purchaser is responsible for paying all sales or use taxes in connection with this purchase agreement, and will reimburse seller for such fees or taxes in the event seller pays any such fees or taxes.
8. **APPLICABLE LAW AND JURISDICTION.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Texas and/or The United States of America. Purchaser hereby consents to jurisdiction and venue in the courts of the State of Texas. The losing party shall bear all costs, including mediator and/or attorney's fees to resolve any dispute arising under this purchase agreement. The parties agree that the most convenient forum to resolve any dispute arising under this purchase agreement shall be in the State of Texas.
9. **AMENDMENTS.** This purchase agreement and the rights and duties of the parties hereunder, may only be amended, modified or supplemented when agreed to in writing signed by purchaser and a corporate officer of seller.
10. **NOTICES.** (a) All notices required of the purchaser by this purchase agreement shall be sent by email or certified mail, return receipt requested, to seller at the address appearing on the face hereof, or at such address as seller may otherwise designate in writing from time-to-time. (b) All notices required of the seller by this agreement shall be sent by certified mail, return receipt requested to purchaser at the address appearing on the face hereof, or at such address Purchaser may otherwise designate in writing from time-to-time.
11. **ENTIRE AGREEMENT.** This purchase agreement constitutes the entire understanding of the parties related to the subject matter hereof and supersedes all prior representations or agreements, whether oral or written, relating to the subject matter hereof.

Customer Initial: \_\_\_\_\_