

# 2023 CONDITIONS OF SALE



1. **Amendments To Conditions:** No alteration, deletion, or addition to these conditions will have any effect unless Seller accepts the change in writing. These conditions may not be altered or contradicted by any oral agreement. This Order Agreement signed constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of these terms.
2. **Title and Payments:** The Seller will retain title to the goods until the Buyer has paid the purchase price in full as provided in this Order Agreement. The buyer may not mortgage, sell, pledge, or otherwise encumber, lend, or dispose of the Goods while the Seller holds title to the Goods. The undersigned authorized representative of Buyer shall personally guarantee the payment of all amounts due under this Order Agreement. Immediate processing or orders are granted on certified funds, wire transfer, cashiers check, or cash. If an account is placed with an outside collection agency, all collection fees, attorney fees and related costs and reasonable interest charges will be born by Buyer. If you have payment terms set up you are responsible for paying before the due date expires OR THERE WILL BE A PER DIEM LATE FEE OF 3.0% OR \$25/DAY, WHICHEVER IS GREATER.
3. **Firm Price:** The price(s) in this Order Agreement are subject to Buyer's acceptance within 15 days from the date the Order Agreement. All prices are exclusive of all applicable federal, VAT, local, customs, excise, sales, use and similar taxes. Buyer shall be responsible to Seller or the applicable governmental jurisdiction for all applicable taxes.
4. **Use of Material Disclaimer of Implied Warranties:** The seller excludes all implied warranties, including the implied warranties of merchantability, suitability of specification and fitness for a particular purpose.
5. **Defective Goods:** Buyer implies acceptance of material once it has been cut, used or if it has been modified from original condition during installation. Any defects in workmanship should be reported to Seller before Buyer implies acceptance of material, but no later than ten (10) working days after receipt of materials. Buyer shall give Seller a reasonable opportunity to cure the specified defect or nonconformity. After ten (10) working days after receipt of the materials, the defects or nonconformity shall be resolved in accordance with Seller's standard warranty provisions and Buyer shall disclaim any right to offset or delay any remaining payments owed to Seller.
6. **Force Majeure:** The Seller shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party, including (without limitation) acts of God or public enemy, war, riot, acts of any governmental authority, fires, floods, power outages, natural disasters, unusually severe weather, disruptions of supply networks or freight embargoes or communication failures.
7. **Arbitration:** The parties agree to submit any dispute arising under the contract to binding arbitration before an arbitrator or arbitrators to be appointed by the parties. The arbitration will be conducted in accordance with the Rules of the American Arbitration Association and be held in a venue determined by Seller, unless otherwise agreed to in writing by the parties. In no event shall Seller be liable, whether in contract or in tort (including negligence) or under any other legal theory (including strict liability), for the loss of goodwill, profits or revenues, loss of use or similar economic loss, or for indirect, special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, defect, condition, possession, performance, maintenance, non-delivery or late delivery of the Materials. In no event shall Seller's aggregate liability arising out of or relating to this Order Agreement exceed the sum of the amounts actually paid by Buyer to Seller.
8. **Credit Card transactions:** A valid i.d. matching the name on the credit card must be presented at time of payment. All payment transactions using a debit or credit card will have a 3.5% convenience fee. Registered Contractors have this fee waived UNLESS THEY DO A RETURN. In this case they will be charged a 3.5% transaction fee additional to the restocking fee if original payment was done with credit card.
9. **Returns & Exchanges:** All returned or exchanged items must be maximum 30 days from the original purchase date and must be in new / dry and in original factory condition. All returned and or exchange items will have a **RESTOCKING FEE** even if the item(s) have not left our facility / warehouse. The restocking fee schedule is as following:
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| *All <b>non-rolled</b> good products (new) -----20%            | * <b>Rolled goods</b> (TURF) 100 linear feet long (new roll) ----20% |
| *All <b>non-rolled</b> good products (opened but new) -----30% | * <b>Rolled goods</b> (TURF) 25 linear feet or longer -----25%       |
|  | * <b>Rolled goods</b> (TURF) 24 linear feet or shorter -----40%      |
- \*Any remaining balance(s) will be returned ONLY in the form of check. There will be an additional **3.5% fee** to return funds back to credit or debit cards.
- DYE LOT MATCH** must be requested. It must be mentioned in the estimate or email. If it is not then there WILL NOT be a dye lot match guarantee
10. **Other Terms:** No party shall assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto. The waiver from time to time by any of the parties of any of their rights or their failure to exercise any remedy shall not operate or be construed as a continuing waiver of same or of any other of such party's rights or remedies provided in this Order Agreement. The rights and obligations of the parties under this agreement shall be governed by the law of the State of Florida.
11. **Double Check:** Before signing this document be sure that your order is 100% accurate. Check the item name and size to confirm that it is exactly what is desired to purchase. By signing this document you are approving the according Invoice(s) and the conditions of sale.
12. **Delivery:** All deliveries will be **CURB-SIDE** which means that the delivery driver will take the material off the truck and leave it 'at the curb side' It is the buyer's responsibility to get it from there to where the final installation or storage is.. The driver will not assist in entering the materials onto the property due to our insurance policy. There will be only 1 attempt to make the delivery. Driver has max 15 minute wait time before he leaves the site for the client not being ready or not being there. There will be no refunds on deliveries unless it is canceled with a 24 hour prior notice. \$25 cancellation fee will apply.
13. **Holding / Storage Fees:** All accounts with material(s) NOT picked up or delivered from Diamond Artificial Grass facilities within 15 days after making the original purchase will be charged interest at 25% per annum 2.0% per month) \*\*\*Material(s) picked up after the 15 days will not be released until the "holding fee interest" past due has been collected\*\*\*
14. **Rental Damages:** Customer accepts 100% liability If rental equipment gets damaged or broken in any way shape or form once returned, customer also accepts full charges to be made to the credit card on file paying for the repair costs or a new purchase of the machine or equipment in the case that the repairs are more expensive than a new machine. These machine replacement costs of the equipment will go by the pricing in the Diamond Artificial grass price list or will be charged at a fair market value if it is not an item in the price list

## SMS/MMS Alerts Terms

By registering to receive communications including promotions ("sales") via Short Message Service or text ("SMS/MMS Alerts Service"), you are agreeing to the terms and conditions of this Agreement ("Terms") and the Diamond Artificial Grass website Terms of Use and Privacy Policy.

**Authorization:** You certify that you are authorized: (a) to enroll the designated mobile phone number in the SMS/MMS Alerts Service, and (b) to incur any mobile message or data charges that may be incurred by participating in the SMS/MMS Alerts Service.

**Subscribing to SMS Alerts:** You may subscribe to SMS/MMS Alerts by entering and submitting your phone number in the provided submission form available on our website and/or by giving it to our staff for them to do it for you. By entering your phone number and completing the submission form, you consent to these terms and to receive text message communications from Diamond Artificial Grass as described herein. A text message will be delivered to the mobile number you provided confirming your enrollment once you have submitted your phone number. You are responsible for managing the types of texts (whether SMS or MMS) you receive.

By subscribing to SMS/MMS Promotion Alerts, you expressly consent and agree to accept and receive Promotion Alerts and related communications via text message to your mobile device and to the cellular/mobile telephone number(s) that you provided to us. The information in any message may be subject to certain time lags and/or delays.

**Frequency of Messages:** The number and frequency of SMS/MMS Alerts sent to your device depends on several factors including the number of recent promotions matching your previous purchases or intentions to purchase., and if you've asked for help or support via voice call or text messaging.

**To Stop Messages:** Reply STOP to any text message you receive, or contact Diamond Artificial Grass Customer Service at the contact information listed at [www.DiamondArtificialGrass.com](http://www.DiamondArtificialGrass.com). You consent that following such a request to unsubscribe, you will receive one (1) final message from Diamond Artificial Grass confirming that you have been inactivated in our system. Please allow up to three (3) business days to process your request.

**For Help:** Call (844)-579-6887 for help, or reply HELP to any message, or visit [www.DiamondArtificialGrass.com](http://www.DiamondArtificialGrass.com) for Customer Service contacts.

**Message, Voice and Data rates may apply.** By participating in the SMS/MMS Alerts Service, you approve any such charges from your mobile carrier. Check your carrier's plan for details. You acknowledge and agree that you are solely responsible and liable for obtaining, maintaining, and paying all charges related to your mobile device(s).

**No Guarantee:** Diamond Artificial Grass is not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered messages resulting from any form of filtering by your mobile carrier or service provider or otherwise.

**Use of Automated Dialing Technology:** You acknowledge and agree that the SMS/MMS Alerts Service may be provided in some cases through automatic telephone dialing technology, an artificial voice or a pre-recorded voice. By providing us your phone number, you expressly consent to receive the SMS/MMS Alerts Service through automatic dialing technology, artificial and pre-recorded voice.

**General Communications:** You agree to receive notifications from Diamond Artificial Grass, its representatives, employees, and agents, through any means authorized under these Terms, including phone calls and text messages that use automatic telephone dialing technology, artificial voice or pre-recorded voice or live person.

**Carriers:** Supported carriers include all major United States carriers including, AT&T, Verizon Wireless, T-Mobile®, Sprint, and others.

**Termination:** Diamond Artificial Grass reserves the right, in its sole discretion, to cancel or suspend any or all of the SMS/MMS Alerts Service, in whole or in part, for any reason, with or without notice to you.

INVOICE OR QUOTE #

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date: / /2023

**Contractors Only:**  
Please Sign to keep this on  
file for ALL orders