

## NEW GOODS PURCHASE TERMS

**GOODS PURCHASE:** Customer hereby agrees to purchase from GRITTE the GOODS described on the front side hereof for the purchase price described on the front side hereof.

**FINAL SALE:** Customer acknowledges that sale is Final. There are no refunds, returns or exchanges, unless expressly stated herein. The only exchange that can be made is if goods doesn't fit the dimensions. In this case customer agrees to pay a 20% restocking fee and new delivery/pick-up and installation/removal charges.

**CANCELLATION:** Customer acknowledges that any and all purchases are not subject to cancellation.

**LIMITATION ON WARRANTIES:** The only warranties from GRITTEL expressed or implied, as to the goods (including but not limited to warranties as to fitness/merchantability/use) are those limited warranties that the goods carries. Moreover, even under such limited warranties, Grittel is not responsible for the appearance of the Goods and will not make cosmetic changes.

**DELIVERY OF GOODS- NO INSTALLATION PROVIDED:** Grittel will Deliver Goods to customer's address on the front side hereof and on the delivery date/time listed on the front side hereof. Customer agrees to pay all delivery charges. Delivery is to the curb only. Grittel will deliver to inside on customer's request, but in such case Grittel is not responsible for damage to customer's premises. In the event that customer scheduled a delivery date/time with Grittel and is not present at the date/time scheduled, the customer agrees to pay an additional \$68.00 charge for attempted delivery.

**INSTALLATION:** The charge for installation of any new Goods is based on a normal change-out, which consists of sliding the old unit(s) out and replacing it/them with the new unit(s) in the same place. An extra charge will be made if any additional labor is necessary, or if any additional parts are required to successfully complete the installation of the Goods. Customer agrees to pay the extra charge amount before installation is completed. Grittel is not responsible for installation of goods, if, due to improper dimensions, Goods doesn't fit or the old goods cannot be removed. Customer is responsible for installation and for any particular power or other utility source, which the Goods might require to operate. In the event that customer scheduled an installation date/time with Grittel and is not present at the date/time scheduled; or is not ready according to manufacturer specifications, the customer agrees to pay an additional \$100 charge for every additional trip made. Customer acknowledges receipt of manufacturer specifications required manufacturer intended installation.

**ANTI-TIP:** For merchandise, which requires an anti-tip bracket, the anti-tip bracket is included in the purchase price. If the anti-tip bracket cannot be installed, buyer agrees to a drop off delivery charge only. Grittel will not accept responsibility if Buyer installs the anti-tip bracket or decides not to install the anti-tip bracket.

**DAMAGE TO EQUIPMENT - RISK OF LOSS:** Once delivered: (1) customer is responsible for all breakage and damage to the Goods, and (2) customer shall bear all risks of loss/damage/destruction of the Goods).

**GOODS PICK-UP BY CUSTOMER:** When Goods is picked-up by customer, Grittel is not responsible for any damage, cosmetic scratches, missing parts or any other problem(s) with Goods. Also if the problem occurred due to improper installation, customer agrees to pay any and all necessary labor/parts charges needed to repair the problem or to make any adjustments to Grittel.

**LEFT Goods:** For any and all Goods left in the store/warehouse, or if delivery placed on hold by customer's request, Grittel will store the Goods for the period of 30 (thirty) days without any extra charge. After 30(thirty) days Grittel will add \$5.00 per day per goods, which must be paid before or at the time of delivery/pick-up. If Goods is still not picked up after 60 (sixty) days, Grittel will not be responsible for the Goods and reserves the right to resell the Goods listed on the front side hereof.

**REBATES:** Grittel does not issue, endorse, or guarantee that customer will receive any rebates. Customer acknowledges that he/she has been advised on consulting the authority granting the rebates prior to making purchase and will not hold Grittel responsible in case rebate is not granted.

### GENERAL STORE POLICIES

**RETURNED PAYMENT FEE:** Customer Agrees to pay Grittel a fee of \$25.00 for each of customer's check(s) returned by bank or a similar instrument is not honored and Grittel must return it because it cannot be processed. At our option, we will assess this fee the first time your check(s) is not honored, even if it paid upon resubmission.

**CHECK POLICY:** All checks require a valid ID. The customer's name has to be reprinted on the check.

**INTERMITTENT CONDITION WARRANTY:** There is absolutely no warranty on any part(s) with an intermittent problem. Since the problem is not apparent, it cannot be traced. The only time such a problem can be traced is when the problem actually exists.

**LIMITED LIABILITY:** Our insurance carrier requires us to inform you that due to the nature of your Goods removal, installation or reinstallation, any damages(s) incurred by our delivery/

installation person to the product, the surrounding cabinets or the floor covering when removing, installing or delivering your Goods will be your responsibility, and this will relieve us of any cost of repair(s) should damage(s) (naturally, will be as careful as possible). Customer acknowledges that Grittel will not be responsible for any loss of food or any other losses of any merchandise item(s) before, after, or at the time of the delivery/installation. If, due to a faulty new/used Goods), customer will experience any damages caused by water, oil or any other leakage, customer will relieve Grittel of any and all liabilities.

**INDEMNIFICATION:** Customer agrees to not use the Goods for any illegal or improper purposes. Customer agrees to indemnify, protect and hold harmless Grittel, as well as all of its officers, directors, employees, agents, successors and assigns, from and against all claims arising out of the use, condition and/or operation of the Goods. This indemnification shall survive termination of this Agreement.

**ARBITRATION:** The seller agrees that it will perform this contract in conformity with customary industry practices. The purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. This agreement shall be governed by the laws of the state of California. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Los Angeles, California. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court of competent jurisdiction.

**GENERAL PROVISIONS:** This Agreement contains the entire Agreement of the parties. Customer is not relying on any representations made by Grittel; it's employees and/or agents, except as contained herein. This Agreement shall be interpreted/enforced in accordance with California Law. In any action brought to interpret/enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. If any terms of this Agreement shall be held void/unenforceable, the remaining terms of this Agreement shall remain in full force and effect; the terms of this Agreement are severable. This agreement shall be binding upon heirs, successors and assigns. If more than one person signs the agreement as a customer, then each such person shall be jointly and severally liable. Customer represents that he/she is over the age of 18, and has the legal capacity to enter into this legal agreement. Customer has read, understood, and agrees to be bound by all of the terms and condition stated on the front and reverse side this agreement (which contains the entire terms of the agreement: all prior discussions and representations being merged herein and extinguished thereby). This agreement shall be governed by the laws of the state of California.

**BUYERS SIGNATURE:**

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