



1831 North Park Ave
Burlington, NC 27217

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Client:
John Smith

Description:
Concept Rendering

Date: 2/23/18

Drawn By: DNM

ALL SALES ARE SUBJECT TO EACH OF THE FOLLOWING TERMS AND CONDITIONS.

DEPOSIT: All orders must be accompanied by a non-refundable 50% deposit.

CANCELLATION: Orders received by seller are accepted with the understanding that they are not subject to cancellation.

ORIGIN: All sales are made FOB Seller's location, unless otherwise specified.

PRICES: Prices are subject to change without notice until a deposit has been received.

DELIVERY: Delivery dates are approximate and not guaranteed unless otherwise specified on the face hereof, Partial shipments of complete orders will be made by Seller when ready and invoiced absent an agreement in writing to the contrary. Delay in delivery of any installments shall not relieve Purchaser of : a) its obligation to pay for any installments received prior to such delay and, b) its obligation to accept the remaining deliveries. If because of acts of God, strikes, lockouts or other industrial disturbances, wars, blockages, insurrections, riots, arrests, explosions, sabotage, fires, floods, perils of the sea, accidents to machinery, delays in transportation, inability of Seller to obtain the whole or any part of merchandise contracted for by Seller, precedence or priorities granted at the request, demand or for the benefit, directly or indirectly, of Federal or State Government or any subdivision or agency thereof, or other causes not within the control of Seller. Seller shall be unable to carry out its obligations under this contract either wholly or in part, such obligations shall be suspended during the continuance of such hindrances and the obligations, terms and conditions of this contract shall be extended for such periods as may be necessary for the purpose of making good any suspension of deliveries so caused Seller shall not in any event be liable for failure to deliver or perform or for delays in delivery or performance occasioned by such causes.

INSPECTION: Apart from qualified Government inspectors, no inspectors or other representatives of Purchaser will be allowed in Seller's location without specific approval in writing signed by a duly authorized officer of Seller.

DAMAGE IN TRANSIT: If Seller is not responsible for delivery or installation of the finished goods hereunder, then Seller assumes all responsibility for loss or damages after finished goods have been turn over to carrier. All claims for loss or damage in transit should be made to carrier.

DAMAGE IN USE OR STORAGE: Seller is not responsible for loss or damage to goods because of improper installation by Purchaser or use, or if improperly handled, maintained, stored or serviced.

COMPLIANCE WITH STATUTES: Seller agrees to comply with requirements of all applicable Federal, State and Local statutes and laws with respect to its operations.

TAXES: If any taxes shall be levied by the Federal or any State or Local Government upon goods covered hereby or in respect to the production, manufacture, or sale thereof or upon transportation including freight charges thereon, the amount of such taxes shall be added to the purchase price specified herein and should be borne by Purchaser.

PAYMENT: In the event Purchaser shall default in any payment due Seller hereunder, Seller shall be entitled to interest on all such unpaid amount at a rate equal to the lesser of: a) 11/2% per month or, b) the maximum rate permitted by law. In addition, Purchaser shall pay Seller all costs of collection on overdue accounts including but not limited to reasonable attorney's fees whether or not litigation should be commenced in aid thereof. Remittance must be made in U.S. funds

WAIVERS: A waiver of any of the terms hereof in a single instance shall not constitute a waiver in other instances nor shall a specific waiver with respect to any term constitute a waiver of any other term. A waiver to be binding on Seller must be in writing and signed by an officer of the Seller.

WARRANTY: All goods sold hereunder are warranted to be free from defects in materials and workmanship for a period of one year from initial use but not exceed 18 months from date of shipment. Any modifications to goods sold by Purchaser shall fully nullify seller warranty.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

Purchaser's sole and exclusive remedy against Seller for breach of any warranty hereunder is expressly limited to repair or replacement of defective material at Seller's option but in no event shall Seller's obligation exceed the total purchase price paid for the goods; Seller shall not be liable in any respect for a) any loss, personal injury, property damage or costs of repairs except personal injury or property damages caused solely by Seller's negligence, b) any special incidental or consequential damages of any kind even if Seller has been advised of the possibility of such damages, including but not limited to loss of revenue, loss of profits, failure to realize savings, or any liability of Purchaser to a third party, c) any damages (regardless of their nature) caused wholly or in part by the negligence of Purchaser or a third party or, d) any delay or failure to perform Seller's obligations hereunder due to any cause beyond its reasonable control.

DAMAGE CLAIMS BY PURCHASER: All claims by Purchaser of damages regardless of their nature, shall be deemed to have been waived unless made in writing within one year of Purchaser's receipt of goods specified herein. In the event there are installment deliveries, Purchaser's claims must be made in writing within one year of Purchaser's receipt of the particular installment to which claim is applied.

GOVERNING LAW: This contract shall be deemed for all purposes to have been made in the state of _____ and shall be governed by and construed in accordance with the laws of that state and it's state courts shall have exclusive jurisdiction over all controversies arising hereunder.

ENTIRE AGREEMENT: Only the terms and conditions contained herein constitute the entire agreement between the parties and will govern transactions between Purchaser and Seller. No other terms and conditions that Purchaser may provide or offer are accepted.

Accepted by Purchaser:

Purchaser Signature: _____

Purchaser Printed Name: _____

Purchaser Phone Number: _____