



TERMS AND CONDITIONS OF SALE

Customer & Project Name: _____

Unless otherwise stated in the CI Select proposal and / or signed Customer Contract:

- **DEPOSIT:** CI Select, a Delaware corporation, hereinafter referred to as "seller", will require a deposit of 50% of the total purchase price. All deposits must be received within five (5) days of buyer's order placement.
- **CANCELLATIONS AND CHANGES:** In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that it cannot be canceled except by mutual consent. The buyer's order confirmation is final and binding. Buyer is subject to manufacturer price increase prior to order placement, as well as applicable state and local taxes. Seller will accept written change orders signed by an authorized representative of the buyer prior to commencing such work and are subject to seller's and factory's ability to conform. Resulting additional charges from the manufacturer shall be paid by the buyer. Buyer shall not charge back to seller costs for labor, service, materials, or otherwise unless ordered in writing and accepted by an authorized representative of the seller.
- **DELIVERY AND INSTALLATION:** In the event that delivery and/or installation is required as part of this proposal, and unless otherwise noted, installation is based on normal working hours (8-4), Monday through Friday. Owner's premises should be in proper condition for receipt and installation of product, clear of debris, and with ample access to elevators, docks, and building entrances with no other trades on site. An authorized agent of the purchaser must note imperfections or deficiencies at the time of delivery and installation. After arrival at site, any loss or damage by weather, other trades, fire, or other elements is the responsibility of the buyer.
- **WORKMANSHIP:** All workmanship is guaranteed against defects for a period of one (1) year from date of installation. The exclusive remedy shall be that seller will replace or repair any part of its work which is found to be defective. Seller will not be responsible for special, incidental, or consequential damages. Seller will not be responsible for damage to its work by other parties or for improper use of equipment by others.
- **WARRANTY:** Seller offers no additional warranties beyond those offered by the manufacturers and expressly disclaims all other warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular use.
- **DELAYS:** Seller will not be responsible for delays caused by strikes, lockouts, fire, flood, transportation, or acts of God. Seller shall not be held responsible for delays in shipment and/or installation due to circumstances beyond seller's reasonable control. Delays so caused shall not release buyer from its obligations to accept and pay for the merchandise. No payment shall be withheld on any invoice because of partial delivery of the entire order. In the event that construction delays, or other causes not within seller's control, force postponement of the installation, the materials will be stored until installation can resume and will be considered accepted by the buyer for purposes of payment. In such event, a progress payment of 90% of the purchase price will be required. Buyer is responsible for all costs of double-handling and re-delivery, and is subject to storage charges if goods are held in our warehouse for more than thirty (30) days. In addition, seller shall not be responsible for any concealed damage of product held for more than fifteen (15) days.
- **FUEL SURCHARGE:** Fuel surcharges may be imposed as a direct result of manufacturer charges. Actual freight and fuel charges in excess of the proposed amount will be included on our invoice.
- **INVOICING:** Seller reserves the right to invoice progress billing monthly for the value of work completed plus the amount of materials stored on or off site. Final invoice shall be submitted to the buyer when the proposal is complete.
- **PAYMENT:** Unless otherwise noted, payment terms are net twenty (20) days from date of invoice. A monthly service charge of 1.5% (18% per annum) will be added to all delinquent accounts. Seller hereby retains, and customer hereby grants to seller, a purchase money security interest in the merchandise until the entire price is paid in full. Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event of untimely payments made by the buyer. Nothing in this contract agreement shall require seller to continue performance if timely payments are not made to seller for suitably performed work or stored materials. Buyer agrees to pay all expenses, attorney fees and court costs, which seller incurs by reason of buyer's default or non-payment.
- A 2.75% convenience fee will apply to credit card payments.
- **PROPOSAL COMPLETION:** Seller's obligation under this proposal is considered terminated upon final installation of the proposal and removal of seller's equipment from the premises.

Authorized Buyer

Date