

Terms of Sale

COD Accounts: Payment in full upon delivery of countertops.

Open Accounts: Payment is due within 30 days following the shipment date unless otherwise specified.

How We Figure Late Charges: A late charge for overdue payments will be applied to charges not paid in full and received within 30 days of shipment date (our computer software will post late charges starting day 31). The late charge is 1.67% per month calculated on the average daily balance on items 31 days old and older. The late charge is based on an annual rate (APR) of 20.04%.

How We Apply Payments: When payment is received on an overdue account, the payment is applied first against costs of collection, if any, then late charges, and then to unpaid invoice amounts beginning with the oldest unpaid invoice.

SHAD'S CUSTOM COUNTERTOPS, INC. reserves the right to revoke and/or revise open account terms, without notice, for any account with a delinquent invoice over 60 days old from date of delivery.

Past due accounts may be subject to collection action by our attorneys. You will be held responsible for all costs of collection, including reasonable attorneys' fees.

Notice of Billing Errors/Inquiries: Please contact us promptly if you believe there is an error in your invoice or have any questions.

Prices: All prices, whether herein named or heretofore quoted or proposed, may be adjusted to SHAD'S CUSTOM COUNTERTOPS, INC.'s prices in effect at the time of delivery.

Maine Use Tax M.R.S.A. §1760: SHAD'S CUSTOM COUNTERTOPS, INC. produces and installs countertops and passes title to the countertops **before** installation and is engaged in selling tangible personal property (TPP). As a manufacturer we produce Tangible Personal Property (TPP) which you (customer) will provide us with a resale certificate to buy the TPP tax exempt. When we install the TPP into the home it becomes "Real Property" which should be non-taxable to the end user unless title passes on the TPP prior to installation. We state on all our invoicing that "**title passes prior to installation**" which satisfies M.R.S.A. §1760 requirements. Title passes to you (customer) on the acceptance of your purchase order. Once we accept the PO we expect to receive payment for the top whether the customer pays you or not, thus title passes before installation. If we are not provided with a current resale certificate sales tax will be charged.

Warranty: SHAD'S CUSTOM COUNTERTOPS, INC. warrants that its product will be free of defects in workmanship, under normal use, for a period of one (1) year from the date of delivery. During this period, only defective material will be replaced (labor not included). SHAD'S CUSTOM COUNTERTOPS, INC. expressly disclaims any warranty of any type as to the materials and you agree that you will look solely to the product manufacturer on any claim relating to the materials or their manufacture. SHAD'S CUSTOM COUNTERTOPS, INC.'s liability shall be limited to repairing, replacing the product or granting a credit at the prices at the time of delivery. This warranty shall not apply to products that have been installed, repaired, or altered, except by SHAD'S CUSTOM COUNTERTOPS, INC., or which have been subject to abuse or misuse.

Water damage is specifically excluded. Customers should be made aware that laminate seams and edges are especially susceptible to damage from standing water. SHAD'S CUSTOM COUNTERTOPS, INC. shall be liable under this warranty only if (a) SHAD'S CUSTOM COUNTERTOPS, INC. receives written notice of the alleged defect within 10 days after delivery; and (b) if the product is, to SHAD'S CUSTOM COUNTERTOPS, INC.'s satisfaction, determined to be defective. **THE WARRANTY SET FORTH IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY SHAD'S CUSTOM COUNTERTOPS, INC., EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.**

In no event shall SHAD'S CUSTOM COUNTERTOPS, INC. be liable for any indirect, special or consequential damages such as, but not limited to, loss of anticipated profits or other economic loss in any way arising from or relating to the delivery, installation, use, alteration or repair of the product. Delivery schedules represent SHAD'S CUSTOM COUNTERTOPS, INC.'s best estimate of when shipment can be made. SHAD'S CUSTOM COUNTERTOPS, INC. shall not be liable for unforeseen delays, including delays of any nature caused by events or actions beyond SHAD'S CUSTOM COUNTERTOPS, INC.'s control.

Returns: All returns must be authorized by SHAD'S CUSTOM COUNTERTOPS, INC.

Your order constitutes your agreement to these terms as stated.

I agree to these terms: _____ (Signed) _____ (Printed)
_____ (Title) _____ (Date)