

TERMS & CONDITIONS

Payment & Fees

Michele Pelafas, Inc. requires a 50% deposit upon the acceptance of the order with the balance paid upon completion. Michele Pelafas, Inc. will store completed orders for 30 days. If order is stored beyond 30 days, a 1.5% per month storage charge will be applied. Orders held in storage over 6 months will be considered abandoned and will be disposed of at the discretion of Michele Pelafas Inc. The items on this order do not include sales tax however if it is determined that sales tax is applicable, it is the responsibility of the client to pay the required amount either through Michele Pelafas, Inc. or directly to the taxable county, state or Federal facility. Fees do not include any duties or taxes for international shipments. Shipping charges listed are subject to change unless otherwise noted.

Lead Time

Lead times quoted are important to us. Michele Pelafas, Inc. shall make every reasonable effort to meet the estimated delivery date but cannot be responsible for order delays due to material shortages, strikes, accidents, and delays beyond our control. Check with Michele Pelafas, Inc. for current status lead times for the item(s) you are ordering. This lead-time does not include transit time of freight lines to your location. Delays beyond our control with shipping companies, freight, ocean transit and customs will not be subject to a refund of any sort associated with costs because of these delays. *We do not* recommend scheduling a plumber or installation prior to receiving your shipment. Michele Pelafas, Inc. is not responsible for plumbing, contractor or installation costs associated with any delays.

Delivery

Your order and products are important and deserve care and attention. Your products are shipped in such a way to prevent damage in shipping. It is possible that certain items may deliver separately from a different carrier and tracking number. Once you are notified that your order is complete, there can be up to a 7 to 10 day transit time for shipments within the 48 contiguous states. Normal delivery times are Monday to Friday 9am to 5pm with a 4-hour window. Weekend delivery requests and shorter windows are an additional charge and may not be available in all cities or states. **You will be notified via email or phone directly from the freight carrier once the products are with the carrier to schedule a delivery. The carrier will have the most up to date information regarding your shipment - contact the carrier for details on your delivery.**

_____ (Initial) **Very important! Inspect** your shipment as soon as it arrives and before the driver leaves. Freight damage rarely occurs however, should you discover damage, you have two options:

- a. **Keep** the damaged product if *it is still usable and you need it for a critical opening date or installation and note the detail of the damage on the bill of lading.*
- b. **Reject** the damaged product and note the damage on the bill of lading (preferred method for ease of freight claims).

_____ (Initial) If you are unable to fully inspect the shipment prior to the driver leaving, please note on the bill of lading: **“Unable to inspect furniture prior to driver leaving”**.

Items are also shipped tailgate delivery unless otherwise specified. This means the shipping company brings the shipment to the curb or loading dock only and the owner is responsible for bring the goods inside. Inside and white glove delivery is available for an additional fee. Installation is not included with any order unless specified.

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Building Codes

Michele Pelafas, Inc. is not responsible for determining if the goods in this contract meet the applicable code requirements in your area. You are responsible for checking your local Building Codes.

Representation

Michele Pelafas, Inc. makes no representation as to variation in the appearance of merchandise depicted by color samples, catalogs, brochures, or other printed materials, nor as to any variations of color between different lots of the same color-coded item.

Returns & Exchanges

For standard product returns and exchanges, restocking fees may apply. For special order items, returns are not accepted. The items on this order do not include any applicable sales tax. Any required sales tax may be included on your invoice. If not charged sale tax you may still be liable to pay a use or sales tax in your state.

Warranty

Our products are covered by a full year 365 day limited warranty. To ensure your complete satisfaction, we warrant to the original purchaser that our furniture and equipment is free of manufacturing defects. Repair or replace is at our option. We reserve the right to make substitutions with similar merchandise if the model or parts are no longer available. This warranty does not cover acts of nature, fire, freezing, abusive use or damages incurred during installation with mishandling. Accounts must be current and warranty items must be paid for in order for warranty action to be valid.

Disclaimer

Michele Pelafas, Inc. reserves the right to make changes in design and materials, as well as discontinuance of parts and units when such action is deemed to be an improvement in design, function or construction.

Acceptance

The prices, terms, specifications and conditions are satisfactory and hereby accepted. Michele Pelafas, Inc. is authorized to provide the work specified per this order. The client understands there will be no cancellations, changes or alterations 24 hours after signing this contract. Any alteration or deviation from the specification on this order will invoice extra charges at the discretion of Michele Pelafas, Inc.

PROJECT / ORDER NAME _____

ACCEPTANCE _____

Name

Date