



Terms & Conditions

Crescent Plumbing Supply (Crescent) and the Kohler Signature Store by Crescent Supply (KSS) agrees to furnish all material for completion of this order, as specified on the quotation and/or specbook.

Required Delivery Acceptance Date: _____

Suitability and Sufficiency

Client understands that they are responsible for ensuring that the items purchased hereunder are sufficient to complete the project for which they are being purchased and by signing below Client is verifying that they, their installer, and any additional trade professionals they are working with are satisfied that the product(s) meet the required specifications and comply with all applicable codes and regulations. Crescent/KSS is not responsible for Client’s or their contractor’s behaviors, including incorrect measurements, specifications, or installation errors.

Crescent/KSS can provide additional product(s), but they will be billed separately, and Crescent/KSS cannot guarantee the availability of said product(s). Any additions or changes to the order and/or any requests for expedited shipping will be at Client’s expense.

Client understands that any cancellation or changes to the order made after the first to occur of: (1) 48 hours after the order is placed; or (2) the shipping of any portion of the order will result in the Client being responsible for all costs incurred by Crescent/KSS as a result of any cancellation or change to the order which includes, but is not limited to, restocking and return to factory freight charges. Crescent/KSS, at its sole discretion, may request a deposit from Client in order to cover any such anticipated costs prior to accepting any such cancellation or change.

Payment

For all orders under \$10000 payment in full must be made at the time an order is placed. For orders over \$10000 Client will be allowed to place a 50% deposit at the time of order. Final balance must be paid within 30 days of receipt by Crescent/KSS of the ordered product(s). Crescent/KSS will not ship or release any material until the balance is paid in full.

Delays

Crescent/KSS will use reasonable efforts to ensure timely delivery of the product(s) and assumes no liability for any manufacturer delays beyond estimated lead times provided by Crescent/KSS regardless of the reason.

Delivery

Delivery of materials must be accepted within 30 days of the required date mutually agreed upon by Client and their Crescent/KSS Design Consultant. Deliveries are to be curbside unless the product(s) can be delivered to a garage or covered area without traveling over unpaved surfaces or negotiating steps. Crescent/KSS will not bring product(s) inside a residence or building, nor will they deliver them up and down stairs. Client agrees to have someone on site to accept the delivery and to assist with larger or heavier items. If you have special delivery needs, you must notify Crescent/KSS a minimum of 24 hours prior to requested delivery date. Crescent/KSS will use reasonable efforts to comply with special delivery requests. Any increased costs will be payable by Client. If Client has not accepted delivery by the Required Delivery Acceptance Date, Client agrees to pay the remaining amounts owed in full at that time even if all materials have not yet shipped.

Inspection of Material

It is Client’s responsibility to inspect all materials and notify Crescent/KSS of issues within 7 days of pick up or delivery to ensure that all product(s) are present and free of visible damages or defects. Failure of Client to notify Crescent/KSS within 7 days of pick up or delivery constitutes a waiver of any visible damages or defects. Any non-visible defects must be communicated to Crescent/KSS as soon as possible so that a resolution can be coordinated in a timely manner. Crescent/KSS is not liable for any additional costs incurred due to manufacturing defects.

Non-Returnable/Non-Cancellable Items

Without exception the following items are not eligible for return, exchange, or cancellation: Tile, electrical items, tools, repair parts, water heater parts, shower doors, Kallista bathtubs, Roborn products, vanities, and custom-made items. In addition, Crescent/KSS may designate other items as non-returnable at the time of accepting order.

Condition of Return Materials

Unless specified as non-returnable or non-cancellable, items must be returned to Crescent within 60 days of the delivery date. All products must be returned in “AS NEW” condition – which requires that the product cannot be used, installed, modified, or damaged. It must be in the original, undamaged packaging and 100% resalable condition (including all parts and installation paperwork) unless the product is otherwise deemed defective.

Refunds/Credits

All returnable product(s) are inspected upon receipt, and all returnable products are subject to a minimum of a 30% restocking fee. **An additional restocking/handling fee may occur on specific items at the sole discretion of Crescent/KSS and its management.** Any returns beyond the 60-day limit must be approved by Crescent/KSS and store credit will be issued. Refunds/credits will be processed in 7-10 business days from the date of return.

Agreement

By signing below, Client approves the ordering of the material as described herein, and acknowledges that they fully understand, and agree to, the terms and conditions related to the placing of an order:

Client Signature

Date