

**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.

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**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.

**Payment**

For all orders under \$8000 payment in full must be made at the time an order is placed. Orders over \$8000 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.

**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. 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, Roben 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. **All returns are subject to a re-stock or handling fee, 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 in the form of a gift card. 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

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