

## Terms of Sale

### Order Review and Acknowledgement

- Client acknowledges responsibility for ensuring the purchased items are adequate for their project verifying accuracy of product, finishes, and quantities.
- By signing below, the Client confirms they and their installers are satisfied that the products meet the necessary specifications and comply with codes.
- Crescent/KSS is not liable for any errors by the Client or their contractors regarding measurements, specifications, or installation.
- **Please provide your most accurate project start date.**

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### Pricing & Payment

- Quotes will expire after 30 days. Pricing is subject to manufacturer price changes.
- Cash in Advance: For orders with a total of less than \$10,000, full payment is required in advance before placing the order. For orders exceeding \$10,000, a deposit of 50% is required prior to order placement.
- Net30: Please follow payment terms as outlined in the accounts' terms contract.
- **Final balances are due within 30 days of receipt by Crescent/KSS for delivered products. This includes progressive billing for Net 30 accounts for orders stored beyond 30 days. Timely payment is essential for maintaining our strong business relationship.**

**Initial Here:**

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### Delivery

- All deliveries will be made curbside unless the drop location is accessible by pallet jack or dolly. Crescent delivery drivers will not enter residences for delivery.
- Drivers travel alone. Onsite assistance is required for oversized items.
- **Please inspect the order within 7 days of receipt to ensure accuracy and free of defects to ensure a timely resolution for any arising issues.**

### Returns and Cancellations

- Items must be returned to Crescent within 60 days of delivery unless specified as non-returnable or non-cancelable. They should be in "As New" condition, meaning unused, uninstalled, unmodified, and undamaged, in original like new packaging, and complete with all parts and paperwork.
- The following items are NOT eligible for return, exchange, or cancellation: tile, Bain Ultra products, lighting, vanities, shower doors, Kallista bathtubs, Robern products, electrical items, tools, repair parts, water heater parts, and custom-made items.
- Credits for returns are issued after the product has been received and inspected. Returnable products are subject to approval, restocking/return fees, and shipping costs determined by Crescent Supply and its vendors.

### Warranty and Limitations of Liability

- All goods sold shall be warranted by each individual manufacturer.
- Crescent/KSS hereby disclaims any and all implied warranties, including all implied warranties of merchantability and fitness for a particular purpose for any goods sold to Client. Any and all liability for claims asserted by Client regarding the goods procured by Crescent/KSS shall be limited to the cost of the goods at issue.

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 placing an order.

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_