

Thank you for selecting La Cuisine, LLC dba La Cuisine Appliances ("LCA") as your kitchen products provider. We appreciate your business. Please take a moment to review La Cuisine Appliances ("LCA") Standard Terms and Conditions of Sale applicable to this Quotation and to Any Sale by LCA resulting therefrom.

All orders accepted by LCA are governed by, and subject to these Standard Terms and Conditions of Sale. Buyer hereby agrees to these Standard Terms and Conditions of Sale for all orders placed.

**Prices** LCA quoted prices do not include any present or future sales, use, and excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer. Prices contained in any LCA quote are firm for 90 days, unless the Quote expressly provides for a longer period. LCA reserves the right to increase prices during the term of any project with 30 days prior notice. All sales are made f.o.b. point of shipment LCA warehouse and title is thereby transferred to the Buyer. All of LCA pricing information provided to Buyer is confidential information and shall not be disclosed to any other persons. LCA may deduct, withhold or setoff any amounts that Buyer owes to LCA ("Buyer Indebtedness"), whether such Buyer Indebtedness is in dispute or not, and whether or not such Buyer Indebtedness arises out of a merchandise purchase or any other transaction between LCA and Buyer.

**Payment** A minimum of 50% deposit is required at the time of placing the order unless using a pre-authorized account. The remaining balance must be paid when the products arrive in to our local warehouse and some products may require a payment in full upon ordering. LCA is a contract distributor and all orders must be paid in full before delivery. For retail sold at full price we accept cash, check, Visa, MasterCard and / or Discover. On builder sales we accept cash or check. For your protection all credit cards and cardholders must be present at the time of payment.

**Documentation** The Buyer is responsible for supplying LCA directly or through their freight forwarder all proof of export documents (i.e. Bill of Lading including the description of products, LCA invoice number and describing LCA as the seller) for every invoiced product. Buyers who fail to provide such documentation within 10 days of shipping merchandise will be charged Florida Sales Taxes according to the amount invoiced plus a \$280 Administration Fee.

**Product Availability** LCA shall not be liable for any delay or failure to obtain specific merchandise models resulting from a manufacturer discontinuing or being unable to supply such merchandise. LCA at its sole discretion may choose to offer a comparable substitute model with no additional liability to the customer.

**Delays** LCA shall not be liable for delays or failure to perform its obligations under this Terms and Conditions of Sale resulting from acts of nature, war, terrorism, strike, union-jurisdictional dispute, slowdown, weather, mechanical breakdown, failure in source of supply, delays in delivery of merchandise for reasons beyond LCA's reasonable control, or other causes or circumstances beyond LCA's reasonable control. In the case of any of these occurrences, deliveries shall be resumed when disabilities caused by these occurrences have ceased to exist. In the event that the disabilities exist for 30 days or more, LCA may, at its sole discretion, elect to terminate these Terms and Conditions of Sale as to all undelivered merchandise.

**Delivery Confirmation** Two (2) to seven (7) days prior to the scheduled delivery, LCA or its delivery representative will contact customer or the customer specified contact person to verify that the delivery site is ready and prepared to receive the merchandise. LCA must receive direct and positive confirmation from the customer or the customer specified contact person no later than (2) two days prior to the scheduled delivery date or LCA will not attempt delivery and delivery must be rescheduled. Missed delivery appointments after LCA's receipt of positive confirmation or same day delivery cancellations are subject to full re-delivery charges to the customer. Price(s) for any undelivered or re-delivered merchandise will be subject to the then current delivery charge amount regardless of when the order was originally placed. LCA is not responsible for damages to items that were not properly removed, prior to our arrival. Delivery crews are not authorized to move any items other than the products being delivered.

**Delivery** Merchandise will not be held by LCA longer than 20 days after the confirmed delivery date. In cases where Buyer wishes product to be delivered at a later time, specific date must be clearly specified in writing by the Buyer. If no required date is listed on the ordering document LCA will assume that the order will be delivered once the product arrives into our warehouse and product has been paid in full charging the remaining balance to the original credit card provided by the Buyer. Standard delivery charges are based upon a two-person delivery team and merchandise location must be accessible by hand truck. Deliveries to second stories and/or deliveries requiring additional people, equipment, or services are to be identified in advanced and may result in additional charges to customer prior to delivery. Re-delivery charges are applicable in cases where standard delivery was scheduled and additional people, equipment or services were deemed necessary to complete delivery. Scheduling of customer's own installers (i.e. plumbers, electricians, etc.) is not recommended on the day of merchandise delivery. LCA will not be held liable for any expenses and/or charges incurred by customers due to cancellations or scheduling of any such installers.

**Delivery Access** The following conditions must be present at the delivery site to ensure that LCA can complete the requested delivery: Clear and free path of access to the delivery area. Paved driveway and entryway. First or second story delivery specified on the delivery receipt. Notate elevator/lift access. Railings installed on stairs and walkways if above the first floor. Water and electricity provided for testing if hook-up of the merchandise is required. In case conditions at delivery address don't permit delivery of products, the delivery will be cancelled and a charge for a re-delivery must be paid in full prior to next delivery attempt.

**Inspection** It is the customer's or customer authorized representative's responsibility to inspect the merchandise and the premises at the time of delivery for any damage (i.e. dents, scratches). If any damage is found, it must be noted on the delivery receipt at the time of delivery. Customer or customer's authorized representative must report any damage to a LCA customer service representative within one (1) business day of delivery of the merchandise. LCA reserves the right to refuse to accept returns or to provide exchanges if the aforementioned requirements are not satisfied by customer, and in no event, more than 10 days after the delivery of the merchandise. Claims for damage to customer's premises or to the merchandise not noted on the delivery receipt at the time of delivery will not be honored.

**Installation** Installation charges are based on the installation work meeting the criteria of a standard installation. Additional charges for non-standard installation work will be determined and charged at the time of delivery / installation. By choosing to install the products yourself or using third-party not authorized and well-trained by the manufacture(s) could void your product warranty. LCA will not do any cutting, drilling or modifications to the original product or its components or accessories.

**Warranty** All merchandise is subject to the limits of the remaining manufacturer's warranty, if any. Manufacturer assumes responsibility for merchandise functionality and performance issues. Service or replacement after delivery is at the discretion of manufacturer. Extended warranty agreements are available for an additional charge, please ask LCA sales associate for details. The applicable manufacturer's warranty, if any, constitutes the sole and exclusive warranty with respect to any products purchased by Buyer from LCA. LCA provides no separate warranty for the merchandise. THE WARRANTIES SET FORTH IN THIS SECTION SUPERSEDE AND ARE EXPRESSLY PROVIDED IN PLACE OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY LCA AND WAIVED BY BUYER.

**Limitation of Liability** In no event shall LCA or its affiliates be liable to customer for any special, indirect consequential or incidental damages relating to the delivery, installation, use, maintenance, or replacement of any merchandise or any breach of this Terms and Conditions of Sale by LCA, its assignees or delegates. LCA's total liability to customer or any other person arising out of, connected with or resulting from the merchandise and services provided under this Terms and Conditions of Sale, whether arising in contract, warranty, tort or any other legal theory, shall in no event exceed the total amount paid by customer to LCA under this Terms and Conditions of Sale. LCA is not obligated for any liquidated damages under this Terms of Conditions of Sale.

**Storage / Restocking Fees** Complete orders cannot be held for more than 20 days. On the 21st day a 4% Storage Fee will be applied and every 40 days a 4% will be applied after that. On the 181st day, the order will be canceled and a 35% Restocking Fee will be automatically charged to the Buyer's transaction.

**Return Policy** LCA relies on our customers to carefully choose merchandise based on their needs and specifications before purchase. LCA makes no representations or warranties with respect to the suitability of particular merchandise for Buyer's needs or any other implied warranty of fitness for a particular purpose. Returns and exchanges of conforming special order merchandise are not allowed. Returns or exchanges of conforming merchandise (other than special order merchandise) are subject to LCA management's approval, and if approved, are subject to restocking fee of 30% of the purchased price, plus freight charges. LCA will not refund or exchange product once it has been uncrated. Open box items and display products are sold "as is" and are non-returnable.

**Applicable Law** The laws of the State of Florida shall govern these terms and conditions. In the event of any litigation or arbitration arising out of or related to the merchandise or services or the sale of any merchandise pursuant to these terms and conditions, the prevailing party shall be entitled to recovery its reasonable attorney's fees and costs.