

ICC TERMS AND CONDITIONS OF SALE

CODE: C - C S - 1 0 5 - 0 2

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Pickup Orders:

- 1. 50% payment due upon order placement.
- 2. Remaining 50% payment due upon pick up or delivery.

Delivery and Installation Orders:

- 1. 50% payment due upon order placement.
- 2. 40% payment due upon pick up or delivery.
- 3. 10% payment due upon completion of installation.
- 4. Returned check fee: \$75.00.
- 5. Legal fees: If legal proceedings are required for collection, the purchaser is responsible for reasonable attorney's fees and costs. The venue for disputes is agreed to be in Miami-Dade County, Florida.
- 6. Purchaser's acceptance of terms and conditions: Placing an order implies acceptance of the stated terms and conditions.
- 7. Acceptance: All orders are subject to acceptance by International Closet Center at its principal place of business in Medley, Florida.
- 8. Specifications: Weight, capacities, and other specifications are subject to change without notice. International Closet Center assumes no further liability, expressed or implied.
- 9. Cancellations: Orders cannot be cancelled without International Closet Center's consent, and a 25% cancellation fee may apply.
- 10. Return of goods: Written authorization is required for returned material. If authorized, the merchandise must be shipped prepaid, and a 25% service charge will apply. The purchaser is responsible for any costs incurred by ICC to restore returned products to optimum condition.
- 11. Errors: "We acknowledge that clerical and stenographic errors may occur in our purchase and sale documents. In such cases, we reserve the right to correct these errors to ensure accuracy and clarity. By promptly rectifying any unintended mistakes, we aim to maintain transparency and uphold the integrity of our business relationship.".
- 12. **Delay in delivery**: ICC will make every effort to ship near the specified date but assumes no responsibility for non-delivery at the designated time.
- 13. Purchaser's postponement: If the purchaser requests a delivery date to be postponed, payment becomes due in full when ICC is prepared to make the shipment. Storage charges will apply if the shipment is held for more than 10 calendar days after readiness.
- 14. Customer pick-up: Pick-up arrangements must be made and confirmed at the time of placing the order. If parts are not picked up within 10 calendar days of notification, storage charges of \$15 per day will apply.
- 15. Delivery and installation: Purchaser is responsible for obtaining necessary permits and complying with rules and regulations for timely delivery and installation. Failure to make necessary arrangements may result in cancellation or postponement, with an installation cancellation fee of \$300.00 payable before rescheduling.
- 16. Circumstances beyond International Closet Center 's control: ICC shall not be held responsible for failure to deliver or delays in delivery of goods ordered due to circumstances beyond its control, including but not limited to, acts of war, labor disputes, natural disasters, or government interventions.
- 17. Warranty: All products sold by International Closet Center carry a Limited Lifetime Warranty, replacing all other warranties, expressed or implied.
- 18. Confirmation of completion: Payment or acceptance of work constitutes acknowledgement that the equipment/installation has been fully examined and is 100% complete and properly installed. Any disagreement must be advised in writing.
- 19. No modification of terms and conditions: Acceptance of these terms and conditions constitutes the entire contract of sale and purchase. Any modifications must be in writing and signed by the party claimed to be bound. Different conditions in purchase order forms do not modify this contract.
- 20. Material ownership and storage charges: All material remains the property of International Closet Center until paid in full. If parts or merchandise are not picked up within 10 calendar days of notification, storage charges of \$15 per day will apply.

According to Florida's Construction Lien Law (Sections 713.001&713.37, Florida Statutes), those who work on your property or provide materials and services have the right to enforce their claim for payment against your property. This is known as a construction lien. If your contractor or subcontractor fails to pay, the people owed money may look to your property for payment, even if you have paid your contractor in full. To protect yourself, it is recommended to stipulate in this contract that your contractor.