



TERMS OF AGREEMENT

CONSULTANT: _____ **DATE:** _____

European Bath | Kitchen | Tile & Stone is fully committed to providing the utmost client experience and satisfaction. In order to ensure that the client experience is satisfactory from beginning to end, European Bath | Kitchen | Tile & Stone has outlined the following policies to fully express and disclaim what is involved in European Bath | Kitchen | Tile & Stone's role as the wholesale distributor.

WARRANTIES. European Bath | Kitchen | Tile & Stone's commitment to helping its clients under the terms of manufacturers' warranties is one of the core principles of our client service philosophy. Filing the claim with the manufacturer and coordinating the remedies under the manufacturer's warranty is the role that European Bath | Kitchen | Tile & Stone as the wholesale distributor assumes. European Bath | Kitchen | Tile & Stone disclaims express or implied warranties including, without limitation, all warranties of merchantability or fitness for a particular purpose. Under no circumstance shall European Bath | Kitchen | Tile & Stone be liable for any consequential or incidental damages. The Purchaser's sole and exclusive liability against European Bath | Kitchen | Tile & Stone shall be limited to the product's price as sold in all cases. Nothing above is intended to limit Purchaser's recovery directly from the manufacturer.

PAYMENT & RETURNS. Payment in full due at the time of order. Most unopened items in new condition and returned within 30 Days are eligible to receive a Refund or Exchange with a minimum Re-stocking Fee of 35% plus freight; at the discretion of the vendor. This fee will also be applied to any changes made after the order has been placed. If a balance is owed after a change has been made, it will be issued a Showroom Credit. However, there are cases where orders considered a Special Order are neither cancellable nor refundable. It is the client's responsibility to verify with the installer to ensure the correct items are being ordered. Items that are opened, damaged, or are not accompanied by a receipt may be denied a refund or exchange.

DELIVERY & STORAGE. A crucial component to our commitment to providing a satisfactory experience is to offer delivery and storage. Most orders may accrue two complimentary deliveries at the discretion of the distributor and dependent upon the availability or limitations of the Warehouse Operations staff. Deliveries within the city limits to a non-gated community will be charged at \$75 per delivery, gated communities and high-rises will be charged at \$100 per delivery. Larger orders exceeding a given amount expressed by the distributor may be eligible for long-term storage dependent upon storage space availability. European Bath | Kitchen | Tile & Stone retains the right to deny a request for long-term storage should space limitations deem it unavailable. Please speak with your dedicated Design Consultant for further information on our Storage Policy.

NAME: _____ **SIGNATURE:** _____