



## TERMS AND CONDITIONS OF SALE

Starwood Building Solutions, LLC, 4051 Alvis Ct, Unit 4, Rocklin, CA 95677

Starwood Building Solutions is a supplier of building materials and a producer of specialty components. These Terms and Conditions shall apply to all transactions for sale of products, including purchases from stock, by special order, or by direct shipment.

### **1. Payment Terms:**

- a. Cash sales require full payment at or prior to delivery of goods, and are payable in the forms of cash, check, by Debit Card, or by MasterCard or Visa Credit Cards.
- b. Credit purchases require an approved and active Credit Account. Such credit account shall offer convenience for accumulation of billings, and are due and payable within 30 days. Payment on account is accepted in the forms of cash, check or by Debit Card. Payment on account by Visa or similar credit cards requires an additional charge of 2.5% in order to cover fees that are levied by card processors. There will be a 4% charge if using American Express.
- c. Checks returned due to insufficient funds (Bounced checks) bear a cost of \$25 for each deposit or redeposit.

### **2. Security and Collection Costs:**

- a. Purchases on account for Construction Jobs or Projects are subject to Preliminary Lien Notices, which are prepared and delivered to appropriate contractors, property owners and construction lenders. Accounts that are past due are subject to 1.5% per month late fees. Accounts that are seriously delinquent shall also bear collection costs including administrative costs for processing and filings, as well as attorney fees and costs.
- b. Where and when necessary, Starwood Building Solutions reserves the right to record Mechanic's Lien

### **3. Returns Policy:**

- a. Stock items are returnable within 30 days from purchase provided that such returns are in good and saleable condition. A 20% restocking fee, along with a pick up charge, shall be assessed when necessary.
- b. Special Orders, Specially Produced Assemblies, or Cut-to-Length Materials are not returnable.

### **4. Special Orders**

Special orders for non-stock products, cut to length, or custom fabrication are not cancellable. Changes requested after order is in process may be undertaken if feasible but only for the added cost to be incurred by Starwood Building Solutions. Orders that become ready for delivery shall be invoiced and due for immediate payment. Unclaimed special orders may be disposed after 90 days of holding, without recourse to Starwood Building Solutions.

### **5. Delivery**

- a. Timely delivery of orders is always an important goal at Starwood Building Solutions, but delays may occur from time to time. Purchaser agrees not to claim backcharges and not to withhold payments as due.
- b. Delivery at site requires safe and clear path, and suitable access and turnaround for drivers.
- c. Purchaser must report breakages, shortages, defects or damage within 48 hours.
- d. Fuel Surcharge shall be invoiced for deliveries to cover sudden and unanticipated increase in fuel cost.

### **6. Warranty**

- a. Starwood Building Solutions' warranty is limited to a maximum not to exceed the amount of purchase.
- b. Manufacturer's warranty shall prevail and apply for products sold through Starwood. Such products must be correctly installed, sealed, and protected from direct sun, rain and weather impacts per manufacturer requirements.
- c. Starwood shall warrant its' own workmanship for a period of 1 year from date of delivery.
- d. Starwood's warranty does not cover field installation and any defects or failures resulting from installation by others.
- e. Starwood does not provide warranty for the performance of exterior door components or assemblies that are directly exposed sun, rain, and harsh weather impacts. Purchaser must ensure that products provided by Starwood meet the performance requirements of their project.

### **7. Dispute Resolution**

Purchaser agrees that the proper jurisdiction and venue for resolution of any disputes between the parties shall be Placer County and as California law governs. Purchaser agrees that these terms shall control in the event that conflicting terms are found in any other documents or verbal representations