

NEW ENGLAND STAIR COMPANY, INC. (NESCO)

STAIRWAY SOLUTIONS SINCE 1975

TERMS AND CONDITIONS OF SALE*

I. DEFINITIONS

- A. **"Customer"** means the entity/person to whom the attached Proposal or Confirmation is addressed.
- B. **"Proposal"** means you must indicate your acceptance of the described materials and services to be performed, as stated, by signing and dating this document at the "Customer Acceptance" block and return it to NESCO along with the required deposit. Your order will NOT be scheduled until the agreement is signed and we receive the deposit.
- C. **"Confirmation"** means you agree to, or have previously agreed to, described materials and services to be performed, as stated, and NESCO is immediately proceeding with the engineering, scheduling and fabrication of your order to facilitate a timely delivery and/or job site service dispatch. If you take exception to any part of the content of our confirmation, you must contact us immediately.

II. TERMS

- A. Standard terms are deposit with signed order and balance for merchandise, including applicable sales tax, payable at the time of delivery. Site labor charges are payable in full PRIOR TO the commencement of work.
- B. Open account status is available for a commercial trade customer doing repeat business with NESCO, whose credit application NESCO has approved. Terms for open account status are net eleven (11) days from the date of delivery or the commencement of site labor. A personal guaranty by a majority principal is required for an account opened in the name of a business or other entity.

III. PAYMENT

Payment is to be rendered payable to New England Stair Company, Inc. or NESCO. Payment rendered to any other person or entity shall not be credited by NESCO, and therefore will not relieve your liability. Payment may be made by check, money order, credit card, wire transfer, or ACH. There will be a fee assessed for all returned checks. Cash is NOT an acceptable form of payment.

IV. COLLECTION

In the event that Customer fails to pay NESCO all amounts due and owing, NESCO may file a mechanic's lien on the property where NESCO performed work or delivered materials, and NESCO may pursue all other legal and equitable remedies available in any court with jurisdiction over the parties. In any action brought by NESCO to collect payment under this agreement, NESCO shall be entitled to recover all costs and attorney's fees incurred in the investigation and collection of such payment. In addition, Customer shall be obligated to pay interest, at the rate of eighteen percent (18%) per annum, on any unpaid balance owed to NESCO. If Customer is not the owner of the property to which NESCO products and/or services are supplied, Customer shall notify the property owner of the terms and conditions of this agreement.

V. PRICING

Orders are estimated and priced as an inclusive package for the scope of work as requested and specified herein. An item-by-item breakdown is not offered because the deletion of any one or more components of the order may affect our anticipated profitability on the order as a whole, and therefore may require a complete re-costing of the order.

VI. SALES TAX

All orders will include sales and use tax, as required by the state or municipality where NESCO delivers products or performs services. To accept an order as tax exempt, NESCO must be provided with, at or before consummation of the order, the appropriate tax exemption certificate issued in the Customer's name, or in the name of either the owner of, or the project to which we are to deliver.

VII. DELAYS

All orders are accepted with an "anticipated delivery or completion date" based on current conditions. NESCO shall not be liable for unavoidable delays in delivery or completion, or consequential damages resulting therefrom.

VIII. DELIVERY

Product deliveries are "Tailgate." Customer must provide sufficient labor to offload the stairways. Products must be inspected, accepted, signed for, and paid for prior to unloading. Any claim for damage or for a shortage must be noted on the delivery receipt. If Customer is not present to accept delivery, Customer must report any claim for damage or any shortage to NESCO within 24 hours of delivery. If re-delivery is requested by Customer or Customer's agents, there will be a \$250 re-delivery fee assessed.

NESCO's responsibility for property ceases if our trucks must leave town maintained roads to consummate delivery. NESCO shall not be responsible for damage to any property if access to the jobsite is impaired.

IX. BACKORDERS AND DEFERMENTS OF DELIVERY

Items backordered at the Customer's request do not warrant a delay in payment. Similarly, Customer's requests to defer delivery of completed products do not warrant a delay in payment. Payment shall be due at the time when the majority of items are delivered or when delivery would have been made, but for the deferral. NESCO may agree to store deferred product as a service to the Customer, but space is limited.

X. CHANGE ORDERS

No changes or amendments to the signed Proposal shall be made except in writing and agreed to by both the Customer and NESCO. In addition to any charges that may be quoted in connection with a change order, change orders are subject to a \$500 fee, plus any restocking fees (see XI, RETURNS).

XI. RETURNS

- A. Returns of products painted by Customer as well as special order and custom fabricated products will NOT be accepted. All such sales are final.
- B. Stock materials that are in "NEW" condition may be returnable for credit, subject to prior written authorization, and subject to a 25% restocking fee. No exceptions.
- C. NESCO does routinely ship extra quantities of certain items to ensure that sufficient materials are available for installation. Excess items remain the property of NESCO and shall be returned to NESCO once installation is complete.

XII. PHOTOGRAPHS

NESCO is proud of its craftsmanship. NESCO takes photographs of its work on site for quality control purposes and may visit the site later for completed photos of the stairways. NESCO reserves the right to publish photographs of its work in marketing materials both in print and on the internet. NESCO will not use Customer's name or address in such marketing without Customer's written authorization.

WARNING: LIABILITY DISCLAIMER

Wood is a natural material that responds to climatic change. Unless protected from excessive heat, humidity, or moisture, wood products are subject to substantial swelling and shrinkage, sometimes causing a) miters to open visibly; b) glue failure which can result in squeaks; and c) delamination. NESCO urges you to seal your stairway and balustrade as quickly as possible to reduce oxidation caused by ultraviolet rays, and to limit the adverse effects of excessive humidity and temperature variation. NESCO will NOT be liable for product failure resulting from Customer's failure to seal NESCO products.

*For complete and current Terms and Conditions of Sale, please visit our website at www.NewEnglandStair.com.