

NEW APPLIANCE PURCHASE TERMS

APPLIANCE PURCHASE: Customer hereby agrees to purchase from Absolute Appliances (“Absolute Appliances”) the Appliance(s) described on the front side hereof for the purchase price described on the front side hereof.

FINAL SALE: All custom color or hardware and Appliance specified on the invoice acknowledges that sale is **Final**. Unless specified there are no refunds, returns or exchanges, unless expressly stated herein. The only exchange that can be made is if the appliance doesn’t fit the dimensions. In this case the customer agrees to pay a 20% restocking fee and new delivery/pick-up and installation/removal charges.

CANCELLATION: Customer acknowledges that any and all purchases are not subject to cancellation.

LIMITATION ON WARRANTIES: The only warranties from Absolute Appliances expressed or implied, as to the Appliance (including but not limited to warranties as to fitness/merchantability/use) are those limited warranties that the appliance carries. Moreover, even under such limited warranties, Absolute Appliances is not responsible for the appearance of the Appliance(s) and will not make cosmetic changes.

DELIVERY OF APPLIANCE - NO INSTALLATION PROVIDED: Absolute Appliances will Deliver Appliance(s) to customer’s address on the front side hereof and on the delivery date/time listed on the front side hereof. The customer agrees to pay all delivery charges. Delivery is to the curb only. Absolute Appliances will deliver to inside on customer’s request, but in such case Absolute Appliances is not responsible for damage to customer’s premises. In the event that the customer scheduled a delivery date/time with Absolute Appliances and is not present at the date/time scheduled, the customer agrees to pay an additional \$68.00 charge for attempted delivery.

INSTALLATION: The charge for installation of any new Appliance(s) is based on a normal change-out, which consists of sliding the old unit(s) out and replacing it/them with the new unit(s) in the same place. An extra charge will be made if any additional labor is necessary, or if any additional parts are required to successfully complete the installation of the Appliance(s). Customer agrees to pay the extra charge amount before installation is completed. Absolute Appliances is not responsible for installation of Appliance(s), if, due to improper dimensions, Appliance(s) doesn’t fit or the old Appliance(s) cannot be removed. Customer is responsible for installation and for any particular power or other utility source, which the Appliance(s) might require to operate. In the event that customer scheduled an installation date/time with Absolute Appliances and is not present at the date/time scheduled; or is not ready according to manufacturer specifications, the customer agrees to pay an additional \$100 charge for every additional trip made. Customer acknowledges receipt of manufacturer specifications required manufacturer intended installation.

BUYERS SIGNATURE: _____ **Date:**

ANTI-TIP: For merchandise, which requires an anti-tip bracket, the anti-tip bracket is included in the purchase price. If the anti-tip bracket cannot be installed, the buyer agrees to a drop off delivery charge only. Absolute Appliances will not accept responsibility if Buyer installs the anti-tip bracket or decides not to install the anti-tip bracket.

DAMAGE TO EQUIPMENT - RISK OF LOSS: Once delivered: (1) customer is responsible for all breakage and damage to the Appliance(s), and (2) customer shall bear all risks of loss/damage/destruction of the Appliance(s).

APPLIANCE PICK-UP BY CUSTOMER: When Appliance(s) is picked-up by customer, Absolute Appliances is not responsible for any damage, cosmetic scratches, missing parts or any other problem(s) with Appliance(s). Also if the problem occurred due to improper installation, customer agrees to pay any and all necessary labor/parts charges needed to repair the problem or to make any adjustments to Absolute Appliances.

LEFT APPLIANCE (S): For any and all Appliance(s) left in the store/warehouse, or if delivery placed on hold by customer's request, Absolute Appliances will store the Appliance(s) for the period of 30 (thirty) days without any extra charge. After 30(thirty) days Absolute Appliances will add \$5.00 per day per appliance, which must be paid before or at the time of delivery/pick-up. If Appliance(s) is still not picked up after 60 (sixty) days, Absolute Appliances will not be responsible for the Appliance(s) and reserves the right to resell the Appliance(s) listed on the front side hereof.

REBATES: Absolute Appliances does not issue, endorse, or guarantee that customers will receive any rebates. Customer acknowledges that he/she has been advised on consulting the authority granting the rebates prior to making purchase and will not hold Absolute Appliance responsible in case rebate is not granted.

GENERAL STORE POLICIES

RETURNED PAYMENT FEE: Customer Agrees to pay Absolute Appliances a fee of \$25.00 for each of customer's check(s) returned by bank or a similar instrument is not honored and Absolute Appliances must return it because it cannot be processed. At our option, we will assess this fee the first time your check(s) is not honored, even if it is paid upon resubmission. **CHECK POLICY:** All checks require a valid ID. The customer's name has to be preprinted on the check.

INTERMITTENT CONDITION WARRANTY: There is absolutely no warranty on any part(s) with an intermittent problem. Since the problem is not apparent, it cannot be traced. The only time such a problem can be traced is when the problem actually exists.

APPLIANCE (S) USED FOR COMMERCIAL PURPOSES: If Appliance(s) used for commercial purposes and/or installed on commercial premises the warranty will be waived. Coin operated washers and dryers carry original factory parts warranty and 10 days labor warranty from Absolute Appliances.

LIMITED LIABILITY: Our insurance carrier requires us to inform you that due to the nature of your Appliance(s) removal, installation or reinstallation, any damages(s) incurred by our delivery/installation person to the product, the surrounding cabinets or the floor covering when removing, installing or delivering your Appliance(s) will be your responsibility, and this will relieve us of any cost of repair(s) should damage(s) (naturally, will be as careful as possible). Customer acknowledges that Absolute Appliances will not be responsible for any loss of food or any other losses of any merchandise item(s) before, after, or at the time of the delivery/installation. If, due to a faulty new/used Appliance(s), the customer will experience any damages caused by water, oil or any other leakage, the customer will relieve Absolute Appliances of any and all liabilities.

INDEMNIFICATION: Customer agrees to not use the Appliance(s) for any illegal or improper purposes. Customer agrees to indemnify, protect and hold harmless Absolute Appliances, as well as all of its officers, directors, employees, agents, successors and assigns, from and against all claims arising out of

the use, condition and/or operation of the Appliance(s). This indemnification shall survive termination of this Agreement.

ARBITRATION: The seller agrees that it will perform this contract in conformity with customary industry practices. The purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. This agreement shall be governed by the laws of the state of California. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Los Angeles, California. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court of competent jurisdiction.

GENERAL PROVISIONS: This Agreement contains the entire Agreement of the parties. Customer is not relying on any representations made by Absolute Appliances; it's employees and/or agents, except as contained herein. This Agreement shall be interpreted/enforced in accordance with California Law. In any action brought to interpret/enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. If any terms of this Agreement shall be held void/unenforceable, the remaining terms of this Agreement shall remain in full force and effect; the terms of this Agreement are severable. This agreement shall be binding upon heirs, successors and assigns. If more than one person signs the agreement as a customer, then each such person shall be jointly and severally liable. Customer represents that he/she is over the age of 18, and has the legal capacity to enter into this legal agreement to enter into this legal agreement. Customer has read, understood, and agrees to be bound by all of the terms and conditions stated on the front and reverse side of this agreement (which contains the entire terms of the agreement: all prior discussions and representations being merged herein and extinguished thereby). This agreement shall be governed by the laws of the state of California.

BUYERS SIGNATURE: _____ **DATE:** _____