

Nick's Building Supply, Inc. 11100 Broadway Crown Point, IN 46307-USA Phone: (877)-663-2279

> TERMS AND CONDITIONS OF SALE: By accepting this Quote, Customer agrees to these Terms and Conditions of Sale. Final Order and Changes: Once signed by Customer, this Quote is a final binding Order for the goods and services specified herein SO PLEASE REVIEW YOUR ORDER CAREFULLY. Customer changes requested to the final Order may incur charges in addition to this Quote and to be effective shall be in writing signed by you and agreed by us. Payment: All Orders shall be paid in full prior to shipping. Visa, MC, AMEX and Discover are accepted. Once payment has been submitted it shall be considered a breach of Agreement by Customer to stop, withdraw, cancel or otherwise contest payment except as may be permitted herein. Cancellations, Returns, and Refunds: Goods which have been stained or installed may NOT be cancelled, returned or refunded, subject to the express terms of the warranty provided. On cancelled orders or permitted returns, Customer shall pay a 25% restocking fee and all shipping costs for delivery and return of the goods. To qualify for a refund on returned goods, the goods must be returned in the same condition in which they were received by the Customer, in their original packaging, and in accordance with all return terms and conditions found on Vendors website: Nicksbuilding.com. Seller makes every effort to deliver its product by the Delivery: expected delivery date, however, the expected delivery date is an estimate only and delays in delivery shall not relieve Customer of the obligation to accept delivery of the goods. Local and crated orders involve significant size and weight and the Customer is responsible for offloading goods from the delivery vehicle. Liftgate service is available upon advance pre-shipping notice to Seller and payment in advance of a liftgate service fee of \$75. Orders requiring crates longer than 7 feet, liftgate is not available. All orders will be delivered "Curbside Delivery" to the customer's designated address. Curbside Delivery means that the truck will park at the curb in the street in front of the delivery address and the customer will Receive the goods at the back of the truck (or curb if liftgate service is selected). The freight carrier does not offer assistance bringing the goods beyond the truck (or curb as applicable), or in unpacking or setting up the goods. This Order is made subject to the terms and conditions Warranty: of the Warranty as set forth at Vendor s website at Nicksbuilding.com, which are incorporated herein by this reference. By accepting this Quote, Customer acknowledges that it has read and accepts the terms of the Sellern's warranty. Venue and Jurisdiction: In the event of any dispute arising under your order (including these Terms and Conditions) for which resort to

your order (including these Terms and Conditions) for which resort to the courts is sought by either party, Vendor and Customer each agree that personal jurisdiction and venue in any such legal proceedings shall be exclusively in the Superior Court of Lake County, State of Indiana, and the transaction between the parties shall be governed by Indiana law.

CUSTOMER ACKNOWLEDGES VENDORS NO REFUND POLICY ON STAINED OR INSTALLED GOODS, SUBJECT ONLY TO THE TERMS OF THE WARRANTY