

# CUSTOM MARINE CARPETING

## —Yacht Interiors Specialist—

Bonded — Licensed #557023 — Insured

643 West 17th Street • Costa Mesa • CA 92627 • (949) 642-2898

### TERMS AND CONDITIONS OF SALE

1. All labor is guaranteed to be done in a workmanlike manner to approved standards of each trade and covered for one year.
2. Materials are subject to warranty of manufacturer, and guaranteed to be as specified.
3. Buyer has a 3-day rescission right, excluding emergencies.
4. Orders cancelled after materials have been cut and shipped by supplier will have a minimum of a 35% restocking fee.
5. A deposit for materials, a purchase order, or verbal acceptance is required to start job(s), with balance due upon completion or Receipt Of Invoice (ROI = 10 days net) as specified on the front.
6. Each estimate is a separate contract. Resale and subcontract terms & discounts available. No discounts on freight.
7. An Interest charge of 1-1/2% per month on unpaid balance of contract will be charged to buyer on accounts over 30 days old. Plus, an administration fee of \$75.00 on delinquent accounts of 15 days.
8. In the event of a dispute over the terms of this contract, or delinquent payment, (account is considered delinquent if not paid within 15 days) CMC shall be entitled to reasonable attorney's fees, court costs, administrative and all collection fees.
9. **Customer Owned Materials (COM):** Materials supplied by customer are subject to a cutting fee of \$.60¢ to \$1.50 a square foot. CMC assumes no liability for **Customer Owned Materials** stored at our facilities.
10. CMC workman's compensation and liability insurance information will be furnished upon request; client to carry fire, comprehensive and other necessary insurance.
11. CMC is not **LIABLE** for any **MINOR DAMAGES** occurring during customary procedures of removing, delivering, and installing furnishings, including but not limited to scratches or nicks to varnish or painted surfaces.
12. Receipt of customer's deposit, **Purchase Order** or Verbal OK constitutes **Acceptance** of terms and conditions of contract(s).
13. "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 3132 Bradshaw Road, Sacramento, California 95826, mailing address: Post Office Box 26000, Sacramento, California 95826."
14. All Agreements contingent upon strikes, accidents or delays are beyond our control, and may change completion date.
15. Any alterations or deviations from the specifications involving extra costs will be executed upon **verbal or written orders**, and will become an extra charge over and above the contract.
16. The origination of sale is Costa Mesa, California. Regardless of the site of where the work is to be done, Orange County will be the judicial district to resolve any disputes. Customer waves all rights of change of venue.

In Acceptance of contract(s) : \_\_\_\_\_

Date: \_\_\_\_\_

Total: \_\_\_\_\_