**
Standard Terms of Sale**

**Down Payment**

Down payment of (50% shall be due with the signed contract, and will be applied to the final billing).

**Contract Payment Schedule**

Total contract at 1.19.2011……………………………………………………$

Approved Financing from CCF Leasing ……………………………………..$

Down payment, due with signed contract…..….……………………………..$

Equipment to be invoiced, less a 5% retainer, the 25th of each month with payment due the 10th of the following month as it is received at job site or warehouse.

Retainer, due 10 days from final installation (5%)…………………………. . .$

**Title to Merchandise**

Title to merchandise included in this contract shall remain the property of the SELLER until payment in full for the items and for any other related charges due under this agreement are paid in full.

**Cancellation Of Contract**

Once executed, this contract shall not be canceled unless agreed to in writing by the BUYER and by the SELLER. Should the contract be subsequently canceled, BUYER shall reimburse SELLER for all reasonable expenses incurred relating to this contract prior to cancellation and for the cost of the cancellation itself.

**Payment of Issued Invoice**

Payment of issued invoices is due according to Contract Payment Schedule above. BUYER further agrees to pay a finance charge of 1.5% per month at the annual percentage rate of 18% on all delinquent invoices, and also to pay expenses, attorney fees and court costs which SELLER incurs by reason of BUYER’S default.

**Cancellation Of Individual Items**

No part of this executed contract may be cancelled or returned without the express, written consent of SELLER. Further no merchandise may be canceled or returned unless the manufacturer agrees to cancel or accept return of the merchandise. Should the returned merchandise be subject to special handling, freight or restocking charges at factory, these charges will be assessed against BUYER, as well as reasonable expenses incurred by SELLER to return the canceled merchandise.

**Insurance Required**

BUYER agrees to carry necessary “all risk” insurance coverage on the merchandise included in the contract with a duplicate policy presented to the office of the SELLER. Whether or not proof of specific insurance coverage is required, safekeeping of merchandise delivered to the job site is the responsibility of BUYER.

**Alteration Of The Contract**

Alteration of this executed contract or any terms or responsibilities relating thereto requires a properly-executed Change Order. Goods or services added to the contract will be charged for at a rate agreed upon by BUYER and SELLER. It is the BUYER’s responsibility to ensure that he or his agent is reasonably available to execute necessary Change Orders at the job site. Agents authorized to execute Change Orders at the job site must be specifically named in the Installation Agreement, following.

**Price increases**

Due to the extended projected date of delivery and the current environment of constant price increases from equipment manufacturers SELLER will notify BUYER of any increases in advance so that BUYER may choose to purchase before the price increase or defer to a later date and agree to the increased price from the original quoted amount.

**Storage Charges**

Merchandise stored by SELLER for more than 45 days after the date of delivery will incur storage charges of 1% of selling price per thirty-day period thereafter.

**Taxes**

BUYER will pay on demand such sales, use, duty or other taxes for which BUYER may be liable or which SELLER is required by law to collect from BUYER.

**Delivery**

The SELLER agrees to deliver, uncrate, assemble and set in place the equipment pertaining to this contract. Faucets, tail pieces, “P” traps, light bulbs, fluorescent lights, filters, electrical plugs, gas disconnects, hoses, casters, and other type accessories are not included in this contract unless they are actually listed in the contract specifications.

**Readiness Of Job Site**

In general BUYER is responsible for the readiness of the job site, which includes the internal work areas as well as external access ways. Work by trades people in or on the building will be substantially complete or, if work is still in progress, it will not materially interfere with the installation of the equipment.

If any part of SELLER’S work depends upon the work of the BUYER or his agents, SELLER shall promptly report apparent discrepancies or defects that render such work unsatisfactory for installation to proceed. Additional costs incurred by SELLER because of this condition will be charged to the BUYER.

**Final Hook-Up**

Plumbing, ventilation, electrical, gas, refrigeration or any other mechanical work is specifically excluded from this contract.

**Special Installation Equipment**

Rental of special equipment required for installation such as cranes, hoists, etc. used to lift or lower heavy duty equipment shall be charged to BUYER at cost, unless equipment rental is included with the related specifications at no charge.

**Permits**

Ventilation, refrigeration and any special permits, when required by Governmental agencies, will be obtained at additional cost to the BUYER, unless included with related equipment in the contract specifications at no charge.

**SCOPE OF RESPONSIBILITY**

**BUYER**

**Damage To Delivered Equipment**

BUYER shall be liable for damage that results to equipment after delivery, whether the damages is caused by weather, other trades, fire or other elements.

**Delays Caused By Buyer**

Delays caused by BUYER or his agents from causes such as, but not limited to:

1. Access to the building or to the specific work area not reasonably traversable.
2. Other trades not sufficiently finished.
3. Building or specific work area not reasonably free of debris due to construction or to other trades.

May result in charges for:

1. Additional installation trips or additional installation time or both.
2. Re-delivery charges.
3. Warehousing.

**Altering Equipment Without Permission**

BUYER shall be liable for damage caused by BUYER or this agent(s) altering delivered equipment or by repairing damaged equipment without express permission from SELLER.

**Changes Required By Authorities**

Any changes, variations or alternations to listed equipment required by local authorities or other governing bodies shall be the SELLERS responsibility. Any additional charges that result shall be considered as additions to the contract.

**BUYERS’S OTHER RESPONSIBILITY**

All final electrical, plumbing, refrigeration and H.V.A.C hook-ups unless otherwise stated in the bid documents.

All removal and disconnection of the existing exhaust hoods, ductwork, and fire suppression system.

All disconnects of the existing equipment including terms to be re-used and removed.

\*\*\*It is extremely important for the General Contractor to maintain critical dimensions in building the kitchen walls, etc. Most of the equipment is custom made and BS&R Design & Supplies will not be held responsible for modifying the equipment to fit, (free of charge), if the General Contractor did not meet the requirements of the critical dimensions.

**SCOPE OF RESPONSIBILITY**

**SELLER**

**Goods And Services**

The SELLER agrees to furnish the goods and services listed on pages 1 through 49 inclusive of the specifications attached, and excluding the snack bar.

**Existing Equipment**

Work done on or to BUYER’S existing equipment must be specifically identified in the attached specifications, e.g. move, clean, modify, etc.

**Installation**

Installation is limited to those activities described in the Installation Agreement, attached, in addition to activities specifically listed or described in the attached specifications.

**Delays Beyond Control Of Seller**

SELLER is not responsible for any delay in delivery or installation due to casualty, fire, explosion, accidents, strikes, delays in receiving material from manufacturers, governmental restrictions, acts of God, or any other case beyond the control of SELLER.

**Warranty Limitations**

Warranty is limited to those areas described in the warranty, Food Service Equipment, attached, or in addition to specific warranties listed or described in the attached specifications.

**Damage To Buyer’s Property**

SELLER is not responsible for damages to BUYER’S property, real or personal, caused by faulty hook-ups by others. However, should such damage occur, immediately report it to the engineer in charge of the project or to the Installation Department. Your prompt cooperation may help to limit the amount of damage done to property or to other equipment or both.

**Building Modification**

Modification of the existing building is excluded from the scope of this contract unless specifically listed or described in the attached specifications.

**INSTALLATION AGGREEMENT**

**Receiving Deliveries**

BUYER or his agent shall be responsibly available to verify receipt of, inspect and sign for delivered merchandise at the job site.

**Jurisdictional Agreements**

SELLER’S ability to work at the job site may depend upon jurisdictional agreements. If trade regulations enforced at the time of installation require the use of trades people at the site other than SELLER’S own installation personnel, any unforeseen additional costs because of such agreements shall be charged to BUYER. Otherwise, the cost for such trades people will be included elsewhere in his contract.

**Installation Hours**

Unless otherwise provided in this contract, installation will be performed during SELLER’S normal working hours of 8:30 a.m. to 5:00 p.m. weekdays (local time). Installation requiring overtime, if requested by BUYER, will be done at extra expense to BUYER.

**Board Of Health**

Any unusual installation or unusual drawings required by the Board of Health shall be done at additional cost to the BUYER, unless included in the contract specifications at no charge.

**Additional Installation Agreements**

All plumbing, electrical, refrigeration, H.V.A.C or related hook-ups are the responsibility of the respective trades, unless stated elsewhere. Installation has been calculated at non-union wage rates thru our installers. If prevailing wage rates are demanded by local trades the difference will be billed to customer at actual cost plus 15% processing fee. If job site is not in a readiness condition, BUYER will be responsible for all incurred of van delay and installer’s expenses.

**WARRANTY**

**Effective Date**: Date of Installation

**Warranty**

Warranties for mechanical, non-mechanical, electric motors and for refrigeration compressors are described by the respective manufactures’ warranties.

**Warranty Service**

To ensure that warranty service is obtained promptly, follow these guidelines:

1. Consult the description of the malfunctioning item(s) in the warranty specifications to determine the type of warranty, duration and coverage, as well the nearest authorized service agency.
2. If the warranty has expired, the repair work will be done at BUYER’S expense. However, BUYER may then choose the repair agency.
3. In the event that the warranty has not expired, contact the indicated service agency. Besides reporting the malfunction, be ready to give manufacturer, model, serial number and date of installation.
4. If your call to be authorized service agency does not bring satisfactory results, do not contact another service agency; contact the service department of that manufacturer.

**Special Conditions**

The warranties, as described above, do not apply to the equipment which has been subject to accident, alterations, abuse, misuse or improper installation, and include no contingent liabilities of any kind. Determination of the applicability of this paragraph rests with the authorized agency of the manufacturer.

**Caution**

Repair work performed by other than an authorized service agency is not covered under warranty, and such work shall void the manufacturer’s warranty. However, testing and preliminary repair done at the specific direction of SELLER does not void any warranty in effect.

**Transfer Of Warranty**

Should title to the merchandise included in this contract change hands subsequent to its initial sale herewith, the balance of warranties in effect at transfer are voided, whether

or not the equipment is physically moved.

Total Equipment Price: $

GRAND TOTAL : $

“ Customer” **BS&R Design & Supplies** **Address:** **198 Locust St. South**

 **Twin Falls**

 **Idaho, 83301**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 John Twiss

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Operations Manager

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