

# TERMS & CONDITIONS – HOSPITALITY ESSENTIALS LLC

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## **1. ACCEPTANCE**

All orders, quotes, and services are subject to these Terms & Conditions. Proceeding with any transaction constitutes acceptance.

## **2. PAYMENT TERMS**

50% deposit required to begin. 50% due prior to shipment. No shipment or release without full payment. Late payments may result in delays, storage fees, or order suspension.

## **3. NON-CANCELLABLE ORDERS**

All orders are final once production begins. No cancellations or refunds for custom or made-to-order items.

## **4. DELIVERY & UNLOADING**

Customer is responsible for site readiness, labor, and equipment for unloading. Unloading must be completed within 2 hours. Company is not liable for damage during unloading.

## **5. INSTALLATION & CONTRACTOR LIABILITY**

Company is not responsible for damage caused by third-party contractors, installers, or mishandling after delivery. Any installation not performed directly by Company is at Customer's risk.

## **6. DAMAGE CLAIMS**

All damages must be noted on delivery (BOL) and reported within 72 hours in writing. Failure constitutes full acceptance. No claims will be honored after this period.

## **7. TITLE & RISK**

Ownership remains with Company until full payment. Risk transfers upon delivery or installation completion.

## **8. WARRANTY**

5-year limited warranty applies to manufacturing defects only. Excludes misuse, improper installation, and normal wear.

## **9. LIMITATION OF LIABILITY**

Company liability is limited to amount paid. No liability for indirect damages, delays, or lost profits.

## **10. CONTRACTOR DISPUTES**

Company is not liable for disputes between Customer and third-party contractors. Any damage caused during handling, movement, or installation is solely the responsibility of the party performing such work.

## **11. COMMERCIAL TERMS & CONDITIONS**

Quote Validity: All quotations are valid for thirty (30) days.

Shipping Charges: Freight charges are estimates and subject to change.

Tariffs: Any increase in tariffs/government charges is the Customer's responsibility.

Taxes: Customer is responsible for all applicable taxes. PA & NJ sales tax applies where required.

Lead Time: Estimated 12–14 weeks after deposit; subject to external delays.

Delivery Acceptance: Must accept delivery within 3 days or incur charges.

Unloading: Customer must provide labor & equipment. Must unload within 2 hours. Any delays or damages during unloading are Customer's responsibility.

Damage Claims: Must be noted on BOL and reported within 72 hours. Failure = full acceptance and no liability.

Returns: Custom items non-returnable. Standard items subject to approval with 15–25% fees. Customer pays return shipping unless defective under warranty.

## **12. FORCE MAJEURE**

Company is not responsible for delays due to events beyond control including shipping, supply chain, or government actions.

## **13. GOVERNING LAW**

Delaware law governs all transactions.