



Terms & Conditions of Sale

- 1. When the word "Seller" is used in the document, it shall be constituted to mean Upside Innovations, LLC. When the word "Buyer" is used, it shall be construed to mean the person, partnership, firm, or corporation set forth on the face of this Contract.
2. Price is valid for 30 days from date on quote and material must ship within 60 days of signed contract.
3. Unless otherwise specified, taxes will be included in the sales price (not in the quote price), when shipping into Arizona, California, New Jersey or Ohio.
4. Payment Terms: 50% before shipment and 50% in 30 Days or Net 30 with approved credit.
5. Return and Refund Policy: The Buyer may return a standard product and receive a refund if it is returned within thirty days (30) of receiving the product.
6. Unless installation is quoted, seller shall have no obligation or responsibility for erection of materials ordered under this Contract or for supervising the erection of such materials.
7. Unless installation is quoted, Buyer is responsible for insuring that proper and adequate care and caution is exercised to protect all materials during the phases of unloading, jobsite storage, and erection.
8. Buyer shall be responsible for all loss or damage to materials at the F.O.B. point, and for accurately receipting for each shipment.
9. Seller is not responsible for any delays occasioned by transportation difficulties, material shortages of any kind, accidents, war, acts of God, or any other causes beyond Sellers control.
10. Manufacturer warrants products fabricated by it against failure due to defective material for a period of one (1) year from date of substantial completion.
11. It is expressly understood that Seller's sole obligation in the event of a breach of the warranty provided in paragraph 9, and Buyer's sole and exclusive remedy, is that Seller will, at its option either repair defective or non-conforming material, or furnish, but not dismantle or install, necessary replacement materials, C.I.F. jobsite location.
12. This Contract cannot be canceled or modified by Buyer without Buyer's first obtaining an agreement in writing with Seller.

Company: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

EIN #: \_\_\_\_\_

Fax #: \_\_\_\_\_

County to be shipped to: \_\_\_\_\_