

## Thank You For Selecting La Cuisine Appliances (LCA)

Please review the IMPORTANT INFORMATION BELOW with all parties involved in your project to avoid unnecessary complications with your ORDER. After reviewing your order please contact your Sales Representative (SR) with any questions or concerns. Your order will be processed immediately upon receipt of this document duly initialized and signed.

PLEASE REVIEW ALL MEASUREMENTS AND FEATURES TO ENSURE YOUR SATISFACTION WITH LCA AND YOUR NEW APPLIANCE(S). Our product suggestions are based upon your plans, budget and desired performance. Any appliance specifications will be available upon request. Please review all the specifications of your new kitchen appliances to ensure your planning and cutouts are correct.

### **Project Specifications** *(please put initials in each line)*

- Please review all measurements and specs of the selected product(s), and inform your Sales Rep of all the information you need to know (electricity, water connections, cabinet measures, etc.).
- Our proposal will be based on the information we receive. Always do review the product specs that the Sales Rep will provide you prior to formalizing the ORDER. Once order is made, no changes will be allowed.
- Buyer is responsible for ensuring that all tradespeople associated with their project have the product specifications and are made aware of any changes.
- Buyer is responsible for measuring all doors, hallways and staircases to assure that their appliances will fit. LCA does not alter or exchange doors, door trims, or moldings.

### **Prices and Payment Conditions** *(please put initials in each row)*

- All sales are made Ex Works point of shipment LCA warehouse and title is thereby transferred to Buyer.
- A minimum 60% deposit is required at the time of placing the ORDER, and order must be paid in full before delivery. If the delivery is less than 30 days, 100% of the total payment of your order is required.
- For Retail sales we accept check, wire transfers, Visa and MasterCard. For Amex and Discovery an additional 4% fee will be charged. Credit cards are accepted for the first deposit only – wire transfer or check will be the only payment method accepted for order balances before shipping. For Builder sales we only accept wire transfer and check.
- For your protection and ours, all credit cards and their holders must be present at the time of payment.

### **Supply and Delivery** *(please put initials in each row)*

- Delays in the delivery of appliances are expected throughout much of 2022, caused by materials, production and logistic disruptions in the supply chains of the factories following the COVID -19 pandemic. The delivery dates indicated by your Sales Rep are just estimates based on the information provided by factories at the time of entering the purchase order. Factories keep the right to change this information based on the status of their production. LCA will keep Buyer updated about changes in delivery dates as we receive information from the factories.
- LCA is not liable for any delay or failure to obtain specific products resulting from manufacturer production or delivery problems. If manufacturer is unable to supply such products, LCA may choose to offer comparable substitute models.
- LCA assumes that products ordered are to be delivered as soon as products arrive into LCA's warehouse. Buyer must pay any balance due on the order and agrees to receive the products right away. LCA will not store products for longer than 30 days, after this LCA reserves the right to cancel the ORDER, all products received will be sent back to the factories or used for other purposes, and Buyer will be refunded for any ordered products not shipped.
- If Buyer wishes products to be delivered at a future time, a specific date must be clearly specified at the time of entering the sales order, and Buyer agrees to receive products as soon as they arrive into LCA's warehouse.
- An LCA representative will contact Buyer or Buyer's specified contact person prior to the scheduled delivery, to verify that the delivery site is ready and prepared to receive the merchandise. LCA must receive positive confirmation of readiness for delivery, otherwise LCA will not attempt delivery and delivery must be re-scheduled.
- When Buyer requests to ship to a freight forwarder (export sales), the ownership of the appliances passes to Buyer or to the freight company at the time of delivery to the freight forwarder or pick up from LCA's warehouse. Freight claims must be made with the freight company for any damages.
- Standard delivery refers to ground or first floor deliveries for buildings or residences without elevator access. Any delivery deemed unsafe to Buyer's property or to LCA's delivery team may not be performed, and may require Buyer to coordinate directly with a third party to crane the appliances at an additional expense.
- Deliveries to Builders may be partial, which could result in an additional shipping charges.

### **Inspection and Installation** *(please put initials in each row)*

- It is Buyer's responsibility to inspect the products and the premises at the time of delivery for any damage (i.e. dents, scratches). Any damage found must be noted on the delivery receipt at the time of delivery. Buyer must report any damage to an LCA representative within one (1) business day of delivery of the merchandise.
- Installation charges are based on the installation work meeting the criteria of a standard installation. Additional charges for non-standard installation work will be determined and charged at the time of delivery / installation.
- Buyer agrees that before coordination of the pre-inspection visit, the site will be prepared and ready per the requirements of the specified appliances: a) Cabinetry, with all cutouts/niches, b) Electrical, with the correct voltage and placement, c) Plumbing, with all water valves hot/cold and the correct placement (water lines and hoses included in our install cost), d) Countertop installed (cut outs for cooktops are the sole responsibility of the countertop fabricator).
- LCA recommends to coordinate the date of inspection when the general contractor, designer, and/or project manager are also available onsite.

- If the pre-inspection visit is deemed satisfactory and no changes to the site are necessary, an installation date will be confirmed within 2-3 business days following the inspection. If modifications to the site are needed, LCA installers will advise and report accordingly on the day of inspection, and a copy will be e-mailed to the SR to be discussed with Buyer. If revisions are required to the cabinet, countertops, plumbing or electrical, Buyer agrees to confirm in writing that all revisions have been made and that the site is ready for an installation date.
- Upon date of installation, our techs will work meticulously and efficiently to complete the job during that visit. If more time is needed to complete the job, LCA will coordinate with Buyer a second visit within 2-3 business days after the initial visit. If an installation cannot be completed due to a reported revision not being made by Buyer, or if additional visits are required because of neglected revisions, additional trip charges will be assessed and due prior to the tech's return.
- Buyer acknowledges that installation costs are subject to increase if any changes to the design of the site were made without LCA knowing and additional installation visits and/or accessories are needed to perform the job.
- LCA does not install custom panels or hardware, plumbing fixtures, and will not do any cutting, drilling or modifications to the original product or its components or accessories.
- LCA will attempt to dispose of all packaging materials of the ORDER in a designated place at customer site. If there is not such a place at customer site where packaging materials can be disposed of, LCA will pick them up and an additional fee will be included in the total cost of the installation.
- Installing the products yourself or using a third party not authorized by Manufacturer(s), could void product warranty.

**Changes and Returns** (please put initials in each row)

- Returns and exchanges of conforming products are not allowed. LCA's management may make "exceptions" at its discretion and may include a minimum replacement fee of 30% of the cost of the product.
- All sales of Open Box models are AS IS and final, no returns or exchanges are allowed.
- Under no circumstances LCA will accept returns or exchange products or reimburse once products have been "OPENED" (that is, removed out of its original packaging) in our warehouse.

**Warranty** (please put initials in each row)

- Appliances purchased from LCA include a manufacturer's warranty. After sales and warranty service will be processed by a Service Technician certified by the manufacturer and will be guided by the service and warranty protocol. LCA's Service Technicians are certified for most of the brands we offer.

**Please check with your Sales Representative to obtain additional Terms and Conditions.**

Sales Order Number: \_\_\_\_\_

Name of Client and / or Company: \_\_\_\_\_

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

Signature of Client or Legal Representative: \_\_\_\_\_

**Thanks For Your Trust In Us!**