



## Installation Terms and Conditions

As used herein, Riekkes shall mean Riekkes Equipment, Inc.

The word "Installer" within the context of this document refers to Riekkes or a subcontractor Riekkes has partnered with to complete the installation.

"Customer" refers to the business receiving and paying for products.

### Installation

The quoted installation price is based on normal daytime working hours, Monday through Friday, 8:00 am to 5:00 pm, in a clean, dry, facility. After hours work or working in temperatures below 50 degrees or above 90 degrees will result in additional cost.

Customer will provide adequate heat, lighting, ventilation and 115-volt electrical power to operate tools within the installation area. 115-volt electrical service must be available within 150' of any point in the installation area.

The installer will not initiate layout of the material to be installed until slab is completely poured, cured, and sealed. Customer assumes all responsibility for condition of the floor. Customer agrees to keep installation area free and clear for unobstructed, sequential progress, and the floor clean to allow for chalk lines. If floor is to be scrubbed, or sealed prior to installation, it is the customer's responsibility.

Forklifts and manlift equipment to support the installation are to be supplied by the customer and must be in good condition and available on a continuous, uninterrupted and exclusive basis. If Riekkes is required to furnish forklifts or manlifts there will be an additional charge. For liability reasons, other contractors will not be allowed use of the forklifts or manlifts provided by the Installer during installation.

The installer will clean up all debris generated by them into trash containers provided by the Customer in the general vicinity. The installer is not responsible for mud or dirt on the outdoor slab.

Signed drawings and signed quotation by the customer are required prior to start date.

### 1. Offer of Sale

Offers of sale are based on the terms and conditions included in the proposal and those provided below. Unless otherwise stated, offers are available for acceptance for a period of 30 days from the date of the quote. An order by the Customer shall constitute an acceptance of these terms and conditions of sale.

### 2. Payment Terms

Unless otherwise specified herein, payment in full of the full amount indicated in the Order shall be made on the date of Delivery, or if partial Delivery, the portion of such payment for the Equipment on the separate dates of Delivery. If equipment is leased, the lease documents must be signed prior to order placement, and the certificate of acceptance must be signed and dated upon delivery of equipment. Any invoice paid with a credit card may be subject to a processing fee. Our standard terms are Net 10 days with approved credit. In some cases, a down payment may be required prior to placing the order with the factory. A second payment may be due prior to release of shipment from the factory.

Occasionally, progress installation payments may be required, based on the size of the job or manufacturer's requirements and the time it takes to install.

### 3. Prices

Quotes are valid for 10 days. Prices are based on entire order being placed at the same time. All product will be shipped directly to the customer unless specified otherwise, Freight F.O.B. Factory. Please specify freight lines to be used plus tax if applicable. Prices quoted by Riekkes are subject to change without notice.

#### **4. Taxes**

Sales tax is not included in sale price or monthly lease payment. Except for amounts attributable to Riekes, the Customer shall be solely responsible for all federal, state and local taxes, duties, tariffs or other similar levies arising out of or related to the Equipment order in this Agreement. Customer indemnifies and holds Riekes harmless from the payment of any such taxes, plus any penalties, interest or costs.

#### **5. Availability**

Customer agrees that all products are subject to availability. The customer also agrees that Riekes, any agent, representative, employee or subsidiary of does not guarantee delivery lead times. All delivery lead times are controlled by the manufacturer. Should Riekes cancel any part of an order, the sole obligation shall be to return any down payment paid by the Customer. If the Customer is delinquent in the payment of any invoice, or is otherwise in breach of this Agreement, Riekes may at its discretion, withhold shipment (including partial shipments) of any order, and may require Customer to prepay future shipments.

#### **6. Warranty and Statement of Quality**

We strive to provide our customers with products and services which meet and even exceed their expectations.

Riekes warrants that any products or services provided under this agreement shall conform to the highest industry standards and be free from defects in materials and workmanship. Actual warranties are offered by the manufacturer of the product, and the terms vary.

Warranties may not apply to defects or damages resulting from:

- a. Improper use, installation or maintenance
- b. Unauthorized modifications or alterations
- c. Force majeure events or acts of third parties.

#### **7. Product Returns**

Products shall not be returned to Riekes without its written consent. All costs of return shall be the responsibility of Customer and include freight incurred and restocking fees.

#### **8. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of Nebraska, without regard to its choice of law provisions. In the event of litigation or other proceedings by Riekes to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Riekes, including but not limited to, reasonable attorney fees.

#### **9. Force Majeure**

Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

#### **10. Binding Effect**

This Agreement shall be binding upon each of the parties hereto and each of their respective heirs, administrators, executors, personal representatives and permitted successors and assigns. Except to the extent prohibited by law, no third party shall be the beneficiary to any of the rights or obligations hereunder (including but not limited to, warranty obligations).

#### **11. Riekes Agents**

Customer acknowledges that no agent, employee or representative of Riekes has any authority to bind Riekes to any affirmation, promise, representation, or warranty concerning any of the products and, unless such affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against Riekes.

#### **12. Acknowledgement**

Customer acknowledges and agrees that this is a non-cancellable transaction. Customer and Riekes signatures on all necessary documents have been executed. A Customer signature or purchase order signifies acceptance of the details of this quote along with our terms of sale. Fax or email signatures and POs shall be accepted as original consent.