TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") govern your ("you," "your," or "customer") purchase of goods from N&S Supply LLC/N&S Supply LLC d/b/a Capitol District Supply ("N&S"). If you are purchasing from N&S on behalf of a legal entity, you represent that you have the authority to agree and are agreeing to these Terms on behalf of such legal entity and all of its subsidiaries, joint, venture, or affiliates now or formed or acquired in the future.

1. **Payment and Taxes:** N&S accepts cash, debit cards and most major credit cards. We also accept checks with proper ID. We reserve the right not to accept starter checks or checks outside of our trading area. In addition to the price, the Customer shall pay N&S any applicable taxes or government charges that may be required in connection with the service or material furnished. Customer is responsible for all freight unless otherwise provided in the quote. Prices are stated in U.S. Dollars. Where applicable, quoted prices are valid for fourteen (14) days unless otherwise provided in the quote.

2. **DISCLAIMER OF WARRANTY:** N&S, as a distributor, does not warrant goods, but it does pass on to customer any available manufacturer's warranty for purchased goods. ANY PRODUCTS PROVIDED BY N&S ARE "AS-IS" AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY CUSTOMER DOCUMENTATION, NEITHER N&S, ITS AFFILIATES, SUBSIDIARIES NOR ITS OR THEIR SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. N&S, ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE SUPPLIERS, EXPRESSLY DISCLAIM ALL WARRANTIES NOT STATED IN AN EXPRESS WARRANTY PROVIDED BY SUCH PERSON OR ENTITY TO CUSTOMER, IF ANY. N&S may assist in administering manufacturer warranties in which case goods furnished that prove to be defective while within manufacturer's warranty period will either be exchanged or repaired at the option of N&S, according to the manufacturer's guidelines. Notwithstanding the foregoing, N&S shall not be responsible for any costs associated with any customer warranty remedies, including without limitation labor charges for removal or reinstallation of defective parts, for charges for transportation, handling and shipping or refrigerant loss. N&S shall have no liability for parts or service required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than N&S.

3. **Special Orders & Custom Orders:** Special orders – items not carried in stock – and custom orders - items including, but not limited to, shower doors, custom vanities, custom tops, and any item for which you provide measurements – require a 100% deposit. Special ordered items can only be returned with prior authorization. Custom ordered items are not subject to cancellation and are not returnable. The customer is responsible for any restocking and freight fees charged by the manufacturer.

4. **Delivery/Pick up:** N&S may not guarantee a particular date for shipment or delivery. Delivery service is provided for "curb side", "garage side" and "inside garages" only. Driveways and garages must be accessible and have no steps. An individual (the driver) makes our deliveries. Payment is due PRIOR to the delivery. All customer ordered material must be picked up or delivered within 14 days of receipt to N&S. Minimum order value for delivery is $500. N&S charges a fee per delivery.

5. **Returns; Claims; Time Limitation:** All goods MUST be inspected upon customer receipt for damages, defects, color match and proper shipment prior to scheduling installation. The customer must make all claims within 72 hours of receipt of goods and be in the possession of the original receipt. N&S will not be responsible for wrongfully installed items. Product must be in the original carton and be in resalable condition. Returned goods may be subject to a minimum of 15% restocking fee. N & S Supply LLC/Capitol District Supply reserves the right to deny returns after 30 days from purchase date. Any refund will be issue to the original form of payment. Any suits arising from these Terms, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose or be deemed waived.

6. **Cancellation:** Special Orders and Custom Orders can only be cancelled with manufacturer's approval. In the event of such cancellation, the customer shall pay N&S for all incurred direct and indirect costs, including any manufacturer cancellation or restocking fees (which can be 50% or more), shipping charges, overhead, and a reasonable profit.

7. **Refunds:** Refunds will be issued in the same form they were purchased. A refund will be made in cash if the original sale was paid in cash, up to $100.00 or will be refunded by check via mail if over $100.00. If the original purchase was paid for by check, your refund will be by check via mail and issued with the same name as the original purchaser. If your check has cleared, refund will take approximately 2 weeks. A credit card refund will be credited to your credit card (the same card used for the original purchase). If it was charged to an N&S account, the credit will be issued to the same account.

8. **Code Compliance:** N&S Supply LLC/Capitol District Supply assumes no liability for products purchased or installed that do not meet local, state or federal building codes. Local codes vary from town to town; check with your building inspector prior to purchasing or installation, as to permits and product approval.

9. **U.S. Export Regulations.** The customer shall not export or re-export any goods in violation of applicable U.S. laws.

10. **No Flow Down Clauses.** N&S does not accept and will not be held liable for any flow down clauses or requirements from an owner or any higher-tier contractor.

11. **WAIVER OF JURY TRIAL**. AS A MATERIAL CONDITION OF THE AGREEMENT, IN THE EVENT OF ANY LITIGATION BETWEEN THE PARTIES, EACH PARTY HEREBY WAIVES ALL RIGHT TO A TRIAL BY JURY.

12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL N&S BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITIES, DELAY DAMAGES, LIQUIDATED DAMAGES, OR ECONOMIC DAMAGES, WHETHER BASED ON STRICT LIABILITY, TORT, BREACH OF CONTRACT OR OTHERWISE. N&S SHALL ONLY BE LIABLE FOR DAMAGE TO PROPERTY, OTHER THAN PRODUCTS PROVIDED UNDER THIS AGREEMENT, AND/OR INJURY OR DEATH OF PERSONS, TO THE EXTENT THAT N&S's GROSSLY NEGLIGENT ACTS OR OMISSIONS DIRECTLY AND SOLELY CAUSED SUCH INJURY, DEATH OR PROPERTY DAMAGE. N&S's MAXIMUM LIABILITY FOR ANY REASON SHALL CONSIST OF THE REFUNDING OF ALL MONEYS PAID BY THE CUSTOMER TO N&S UNDER THIS AGREEMENT.

13. **Entire Agreement; Supersedure; Assignment; Modification.** These Terms, along with any quote, comprise one agreement ("Agreement") and contain the complete and exclusive statement of the Agreement between the parties, and supersedes all previous or contemporaneous, oral or written, statements, regarding the subject matter herein. If any terms of the quote conflict with the terms hereof, these Terms shall control. The customer may assign this Agreement only with N&S's prior written consent in its sole discretion. No modification to the Agreement shall be binding unless in a separate writing and signed by both parties. Whether these Terms are included in an offer or an acceptance by the customer, such offer and sale is conditioned on the customer's assent to these Terms, without modification, and N&S rejects all additional or different terms in any of the customer's forms or documents.

I,_____understand and agree to these Terms.

Signature:	Date: