

TERMS AND CONDITIONS

1. This quotation is subject to change without notice and void after 30 days.
2. The sale of the equipment in this proposal is subject to the standard terms and conditions of CLIMATE CONTROL SYSTEMS, INC. (CCSI) and the MANUFACTURER represented unless alternate terms are approved by CCSI Management on a per job basis.
3. Stated lead times – if any – are current estimates only. Manufacturers do not guarantee lead time, ship dates, or arrival dates.
4. All stated lead times are based on clean credit, purchase order and extend from time of order entry to the factory.
5. Quotation excludes applicable sales tax or bond. Contractor shall add to the prices quoted any sales tax payable on the transaction under any effective Federal, State, or County statutes.
6. All orders are subject to sales tax charges, unless CCSI, Inc. has a “current” sales tax exemption certificate on file
7. As per law, sales tax percentages are based on the “ship to” location where CCSI and the manufacturers represented relinquishes equipment and/or parts to customer or to customer’s representative.
8. Freight on Board (F.O.B. Factory), Full Freight Allowed (FFA), per mutually agreed schedule. No materials returned without written authorization.
9. Payment Terms: For equipment and control sales, payment is due upon delivery. In certain instances, the manufacturer may require partial/full payment at time of order and/or manufacture. In the event of default in payment, purchaser agrees to pay all costs of collection incurred by including but not limited to collection agency fees, attorney fees, and court costs. All past due amounts shall bear interest at the highest rate allowed by law.
10. Customer billing may be split between the manufacturer and CCSI.
11. CCSI equipment will be supplied based upon approved submittal data and will not be released for production or shipment until a copy of approved submittal has been returned to CCSI.
12. Retainage is not allowed on material sales. CCSI is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.
13. Payment to CCSI cannot be conditioned on receipt of payment from the owner to a contractor, construction manager, or customer.
14. CCSI standard warranty is for parts only and is not to exceed 12-18 months from shipment date based upon applicable manufacturer’s warranty. Manufacturer’s warranty applies to all equipment and parts sales.
15. CCSI is responsible and accountable only for the acts and omissions of CCSI. CCSI itself makes no warranties, expressed or implied, as to any matters whatsoever, including without limitation, the condition of any goods sold, their merchantability or fitness for a particular purpose.
16. Force Majeure: CCSI and Buyer assume the non-occurrence of the following contingencies which, without limitation, might render performance by CCSI impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of Supplier.
17. No Consequential Damages: Under no circumstances shall CCSI be liable to any person for loss of use, income or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a personal injury where applicable law requires such liability).
18. Governing Law: The law of the State of Alabama shall govern all transactions to which these standard terms and conditions apply.
19. Start-up, if and only if specifically included in above proposed equipment description, is based on all equipment being ready for immediate start-up when CCSI or manufacturer’s technician arrives at the jobsite. Additional trips to start equipment not ready will incur additional charges.
20. A completed and signed start-up request form will be required prior to dispatching CCSI or manufacturer’s technician to the jobsite.