

TERMS AND CONDITIONS

I. DURATION

Quotations must be executed within 30 days from the date of presentment unless specified herein. Acceptance of this offer by any officer, of Napoleon Home Comfort, (herein referred to as the Company) may be revoked by the said Company by giving due notice to the Purchaser within 72 hours of the said acceptance.

II. INSTALLATION

Napoleon Home Comfort, agrees to complete all the work herein in a workmanlike manner and within a reasonable time frame subject to any delays by reason of strikes, lockouts, fire, the elements, riots, war, delays by common carriers, or unavoidable casualties. In the event of an unavoidable delay the Company shall be permitted a reasonable extension of time for completion of this contract.

III. DELIVERY

Napoleon Home Comfort, agrees to complete all the work stated herein in a workmanlike manner and within a reasonable time frame subject to any delays by reason of strikes, lockouts, fire, the elements, riots, war, delays by common carriers, or unavoidable casualties. In the event of an unavoidable delay the Company shall be permitted a reasonable extension of time for completion of this contract.

IV. INSURANCE

Upon delivery of any goods to the site, the Purchaser agrees to assume responsibility for said property against fire, theft and damage hereby assigns all proceeds to the Company.

V. EXTRAS

The Purchaser may, without invalidating this contract, make additions to the work upon mutual agreement to price adjustment. All such work shall be executed under the conditions of the original contract and the Purchaser agrees to accept all reasonable delays caused by such adjustments. Any unforeseen obstacle during installation will be quoted extra to this contract

VI. DELETIONS

Upon mutual agreement deletions may be made from this contract, providing the Company is not subjected to restocking charges for materials that are custom ordered and the Purchaser agrees to pay for all said charges.

VII. SERVICES

The Purchaser hereby agrees to provide an adequate power supply and power wiring, gravity drain, duct system, water supply and fuel supply as required for the proper operation of equipment supplied by the company.

VIII. TITLE

Materials shall remain the removable property of the Company at all times until final payments are made to the Company, pursuant to the terms of the agreement, regardless of the manner in which they may be attached to the real estate. In the event of default in any payments by the Purchaser, the Company may, without being liable for any action of trespass, proceed with actions to repossess the property belonging to the Company. The Purchaser agrees to pay all expenses of any repossession, which includes any costs related to the repair of the goods and any legal fees incurred by the Company.

IX. GUARANTEE

Napoleon Home Comfort hereby warrants the equipment against in workmanship for the period of one year. Equipment warranties extended to that of the manufacturer. Only the equipment provided by Napoleon Home Comfort, shall be considered null and void if the equipment supplied is tampered with, altered or serviced by anyone other than authorized representatives of the Company. All warranty service shall be supplied during the normal business hours of 8:00am-4:30pm Monday through Friday. Please note that warranty service does not include such calls for service where the customer has not maintained clean filters (good air conditions) for the equipment or insured that all breakers and/or fuses are turned on. These calls for service are deemed the customers responsibility and will be charged at the appropriate prevailing rate. Warranty service shall only be provided to those customers with current accounts.

X. OVERDUE ACCOUNTS

Accounts past due are subject to a service charge of 24% per annum (2% per month).

XI. CONSENT BY THE PURCHASER

Consent and notice to Purchaser: I consent to the release of personal or credit information.

XII. RETURN POLICY

Stock items can be returned within 30 days if still unopened in original box. Special ordered items cannot be returned. Returns can only be made Monday-Friday 9:00am-5:00pm.

CANCELLATION OF ORDERS/RETURNED GOODS: After 72 hours orders are subject to a 40% restocking fee.

XIII. INSTALLATION PAYMENT-50% Deposit, 40% upon booking install & 10% upon completion.

XIV. CREDIT CARD PAYMENT: Product will not be released without signatures on credit card slip or by using a credit card chip.

XV. SHIPPING: Shipping is not included unless priced on order. If product is being picked up by others, order must be paid in full prior to releasing product.

XVI. ACCEPTANCE: By agreeing to place an order with Napoleon Home Comfort you (customer) hereby accept all terms and conditions mentioned. By placing a deposit on said order, you (customer) are giving full consent to the terms of the contract, this contract is binding on both sides. You, the customer are contractually obligated to the Terms and Conditions set forth by Napoleon Home Comfort.