



## **Terms and Conditions**

This agreement shall be a South Carolina contract. It shall be interpreted and administered for all purposes under the laws of South Carolina. It is understood that there are no conditions or agreements outside of our quotation, which includes these Terms and Conditions by reference, and that all prior conversations, agreements, or representation with reference to its subject matter are superseded. Additional provisions in documents provided by the purchaser must be specifically agreed to in writing by the seller. Otherwise said additions or modifications are deemed void.

Once an invoice is accepted, a 50% payment of the total invoice will be paid in order to schedule for your build. Down payments are non-refundable. Electronic approval of this document shall have the same force as a signed document and shall be binding. Once you place your deposit, you are accepting all terms set forth by the seller. The remaining 50% must be paid upon arrival on the day of installation. Payments are accepted in the forms of cash, cashier's check, and/or business check only. Installation will not commence until invoice and terms papers are signed. Care is taken to give reliable descriptions but these are not guaranteed, and prospective buyers are advised to check details.

Once build is complete, the client will then be prompted to have a walk-through inspection and sign-off on the job. Credit and debit cards are not accepted for final payment. There will be an additional 15% fee for any stop payments, returned, or falsified checks. We do not accept post-dated checks. Any collection and legal fees are the responsibility of the purchaser if payment is past due, stop payments, returned, or falsified.

If the client for any reason files a dispute with All Pro Coolers, LLC via their credit/debit card company, All Pro Coolers, LLC has the right to file a countersuit. If for any reason, a client has a legal dispute with All Pro Coolers, LLC, and the judge rules in our favour, the client will then be responsible to cover loss of revenue cost for which time was spent in court.

All Pro reserves the right to charge \$100 an hour for every hour the technicians have to wait for payments, jobsite prep issues, and/or other contractor issues. All Pro reserves the right to charge a return fee due to inadequate preparation and/or unavailable payment. This fee will be a base fee of \$750 plus mileage.

This is a contract. Please allot a time frame of 2-5 business days for builds to be completed (not including refrigeration installation) unless otherwise stated. Any rescheduling due to material shortage, or inventory shipment delay, will not be up for financial dispute. Please keep in mind that in times like these, shipments tend to be delayed more times than we would like. We will do everything in our power to make sure that these moments do not cause any upset with our clients, and we will do what we can to resolve the situation.

Customers also agree to abide by all ancillary equipment installation procedures. If Customer fails to do so, they agree to indemnify and hold All Pro Coolers and its project consultants harmless for any and all damages caused by said failure, including attorney fees and the cost to provide a defense.

### **Permitting:**

Any required permits are the responsibility of the client. All Pro Coolers, LLC is not responsible for anything associated with, or pertaining to, permitting. The necessary information can be found by visiting your local city and/or county offices. Generally, if permits are required, they need to be obtained prior to the date of installation.

### **Warranty Information:**

All panelling comes with a 5-year warranty. All doors, such as entry doors, glass doors, and beer cave doors, come with 3-year warranties. Any and all refrigeration equipment comes with a 1-year warranty. Warranty work includes any manufacturing defects, installation errors, or technical malfunctions. Standard warranty covers parts only. Labor costs must be discussed prior to maintenance. Warranties will be void if: product is damaged or destroyed by natural disaster (including fire, earthquake, tornado, fallen branches, etc), damage caused by electrical service errors, refrigeration not installed by a licensed HVAC/R technician, and refrigeration not properly maintained with yearly service. Customers need to inform us of any issues before a technician fixes the issue. All Pro will not cover any repairs and/or parts that are not discussed prior to maintenance.

Two part refrigeration systems must be installed by a licensed HVAC/R technician. The compressor is covered under a one-year manufacturer warranty. Any other parts must be discussed and approved before repair. Labor is not covered under warranty unless All Pro provided refrigeration installation.

Refrigeration installation DOES NOT automatically come with your order. We can offer this service, per request. Quoted price will be based on the size and refrigeration requirements of your box. Refrigeration installation can only be performed once box build is complete. If for any reason, a client does not have their refrigeration equipment on-site on or before the installation date, the client is not eligible to dispute any funds or refuse service. Refrigeration equipment is ordered 5 business days prior to the scheduled cooler/freezer installation date. Order

confirmation is available upon request. All Pro Coolers, LLC is not responsible for any shipment delays.

When purchasing a kit, you are liable for all work done on the installation. All Pro can void any and all warranties if found to be improperly installed. A kit will come with all necessary supplies needed to install your walk-in cooler and/or freezer. A kit needs to be installed by professional crews to ensure proper installation. Customers also agree to abide by all ancillary equipment installation procedures. If Customer fails to do so, they agree to indemnify and hold All Pro Coolers and its project consultants harmless for any and all damages caused by said failure, including attorney fees and the cost to provide a defense.

### **Merchandiser Cases:**

When purchasing a reach-in merchandiser freezer or cooler, please keep in mind that installation is not included and delivery is an additional fee of \$1.50 per mile. If a client chooses to have a case delivered, the client is responsible for having the proper heavy machinery on site to remove the case from transport and into proper positioning. If a client does not have the adequate machinery, such as a forklift, we can schedule one to be on-site for an additional fee of \$700.00. Installation can be quoted ahead of time, given adequate information about what all will be required. Price of installation varies per situation. Photos of where the case will need to be placed and/or a scope of your location may be required.

We do not offer any refunds for merchandiser cases. A client is responsible for having adequate power supply, making sure the case purchased can fit into their building, etc. If your merchandiser case comes with a compressor, a licensed HVAC/R technician will be required to do your install. Refrigeration Installation DOES NOT automatically come with your order. Please contact the office to see if you are eligible for refrigeration installation on your unit. A separate quote may be sent for this service and must be paid in full prior to installation. Merchandiser cases come with a 6-month warranty.

### **CoolBot Systems:**

CoolBot refrigeration systems consist of a high-powered AC unit, as well as a CoolBot Programmer. Client is responsible for suitable power to be supplied to the installation location. The AC unit comes with a 1-year warranty. The CoolBot Programmer comes with an extended 3-year warranty. Any stand-alone purchases of CoolBot Programmers and/or AC Units will not include install. If an installer is needed/requested, a base service fee plus a mileage fee will apply. If install is not done by All Pro Coolers, LLC, all warranties will be void.

### **Job-Site Safety and Prep:**

Please allow for at least 15 feet of clearance around work space. This is for insurance liability purposes. All Pro is not responsible for any electrical work that is done before installation and after.

Job sites consisting of a face-lift need to be ready for installation at the time of arrival. The customer will be notified at least two hours before arrival to allow for preparedness. The cooler and/or freezer should have all products pulled from shelving. It is not the responsibility of All Pro Coolers to remove products. If All Pro Coolers is requested to remove the product, this should be done prior to the install date for an additional fee. The customer will also not hold All Pro Coolers liable for any damages incurred from removal of the product.

If a concrete pad is needed, the customer will have this ready and cured before time of installation. If the concrete pad is not prepared in time, All Pro reserves the right to reschedule and charge a fee for this service.

We appreciate all of our clients and are thankful for the business we have with them. All customers will receive a copy of these terms at the time of installation. A copy can be requested via email as well.

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Client Signature

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Date

