



TERMS AND CONDITIONS

By executing any Agreement, you agree to the following Terms and Conditions.

1. **Definitions.**

a. "Agreement" means any agreement into which you have entered with the Company and these Terms and Conditions.

b. "Company" means Quality Stoves & Pellets, Inc., an Idaho limited liability company, d/b/a Quality Stoves & Spas.

c. "Device" means a hot tub, fireplace, fireplace insert, stove, or any other product purchased from the Company or which is to be installed by the Company.

2. **Payment.**

a. For hot tub orders: A **50% payment** is required before the products are ordered. The balance remaining is due before delivery. If you are using financing, a **10% deposit** is required and a completion certificate must be signed upon delivery.

b. For installations: A **75% payment** is required before work begins. The entire balance remaining is due upon substantial completion. The work shall be considered substantially complete once the installed unit is ready for initial inspection, whether or not additional work is required to be completed for a final installation or is otherwise required by an inspector.

c. For all other Devices or services: Payment terms shall be included in the applicable Agreement.

3. **Change Orders.** Unforeseen factors, including, but not limited to, existing conditions that do not meet applicable building, safety, electrical, or other codes, may require a change order, resulting in additional charges. These additional charges will be discussed at the time of discovery. Any changes requested by you in the Device, services, or materials are not binding on the Company unless we accept and confirm these changes in writing.

4. **Limited Liability.** The Company's liability is limited to the replacement or correction of Device materials and the Device installation. The Company shall not be responsible for any monetary damages, loss or damage to real or personal property, or the loss or damage of materials or injuries to others caused by the negligence or intentional conduct of you, your guests, agents, or other contractors.

5. **Damages.** In no event shall the Company be liable to you for any monetary damages, lost profits or any type of indirect, direct, special, consequential, or punitive damages.

6. **Indemnification.** You hereby agree to release, indemnify, and hold harmless, and agree to pay any judgment entered against the Company, its owners, directors, officers, employees, contractors, agents, assigns, on account of any damage, loss, or destruction of your real or personal property or of the

real or personal property of another person arising from or connected to your negligence or misconduct or the provision of goods or services under any Agreement, except that such damage, loss, or destruction is caused by the Company's gross negligence or willful misconduct, and further covenant to defend any legal action based on the same.

7. **Disclaimer of Warranties.** Labor and materials are guaranteed for a period of one year from the date of substantial completion. Notwithstanding the foregoing, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE PRODUCT AND MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS-IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; (B) THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING (I) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING SUITABILITY OF ANY PRODUCTS FOR YOUR NEEDS OR REQUIREMENTS OR THOSE OF ANY OTHER PERSON), (II) WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. **Manufacturer's Warranty.** Notwithstanding Section 7 of these Terms and Conditions, the Device you purchase may have a manufacturer's warranty. If such manufacturer's warranty is applicable to the materials or Device, the warranty begins after: (1) the Device is operational, (2) the homeowner registers the product, and (3) the owner has complied in full with the terms and other conditions of these Terms and Conditions and any other applicable Agreement. The manufacturer's warranties may not cover travel or other changes beyond replacement of defective parts.

9. **Lien.** In the event of a default under an Agreement, the Company is entitled to a mechanic's lien as allowed by state law of all amounts owed therein. This lien is in addition to other remedies available to the Company to enforce payment for the goods and services provided.

10. **Taxes.** You are responsible for all applicable taxes. We do not guarantee state or federal tax credits or utility rebates and/or utility loan programs. You are responsible for verifying all tax credits for your eligibility to qualify and for the dollar amount available with the Idaho Department of Energy and/or the Federal Government.

11. **Late Fee.** Late or past due accounts will be subject to interest charges of **1.5% per month** and all collection fees and costs, including attorney fees. Delinquent accounts will be subject to a collection fee equal to **5% of the total amount due**, which the parties agree is reasonable. We reserve the right to file a mechanic's lien in accordance with section 9 of these Terms and Conditions.

12. **Cancellation Fee.** You have a seven-day grace period to cancel your order. If canceled after the seven-day grace period, your cancellation will be assessed a restocking fee of **20%** of the total proposal amount. For hot tub orders, cancellation of shipped special-order items will be assessed a **50% fee including freight**. For all other orders, cancellation of special-order items or Devices will be assessed a **100% fee including freight**. Any installations canceled or rescheduled within **24 hours** of the scheduled installation date will be assessed a fee of one hundred fifty dollars (**\$150**).

13. **Force Majeure.** The Company shall not be liable to you for any failure the goods or services if such failure to perform is the result of a force majeure events, including (a) acts of God; (b) flood, fire, earthquakes; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law or actions; (e) embargoes or blockades in effect on or after the date of this agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the Company's reasonable control.

14. **Severability.** Any provision of an Agreement which provision is prohibited by law or unenforceable shall not affect the remaining provisions of such Agreement.

15. **Governing Law and Venue.** Any Agreement, unless stated otherwise in such agreement, shall be governed by the laws of the State of Idaho. Any dispute over the terms of an Agreement, unless stated otherwise in such agreement, shall be in Kootenai County, Idaho.

16. **Attorney Fees.** If a dispute arises regarding the interpretation or enforcement of an Agreement, and such dispute is the subject of a legal proceeding, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party.

17. **Authority to Enter Agreement.** By executing an Agreement, you warrant that you have the authority to enter into such Agreement and to permit any work to be done by Company under the terms of such Agreement. If you execute an Agreement on behalf of an entity, you personally warrant that you are acting in an agency capacity with express authority to enter such Agreement and bind the entity's principal thereto.

18. **Representation.** You acknowledge that you have had the opportunity to seek independent legal counsel.

19. **Assignment.** The Company may assign any Agreement in its sole discretion. You may not assign your rights and obligations under this Agreement.

20. **Modification.** An Agreement may only be modified by a written agreement signed by all parties to the original Agreement.

21. **Successors and Assigns.** All Agreements shall bind and inure to the benefit of each party's respective heirs, successors, agents, trustees, conservators and assigns.

22. **Counterparts.** All Agreements may be executed in counterparts. Each counterpart shall constitute an original, but all such counterparts shall constitute but one Agreement.

23. **Notices.** All notices or other written communications made in relation to an Agreement must be in writing and will be deemed to have been properly given: (i) upon delivery, if delivered in person; (ii) upon email transmission, such notice is given on a business day between the hours of 8:00 a.m. and 5:00 p.m. local time in Kootenai County Idaho, and if not it will be deemed provided on the following business day (and further, provided a copy of any notice given by email transmission is also subsequently delivered to the receiving party); (iii) one business day after having been deposited for overnight delivery with any reputable overnight courier service; or (iv) three business days after having been deposited with the U.S. Postal Service for delivery by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Company: Jeff Barnhart
 569 N Syringa St Post Falls, ID 83854

If to you: Notice will be provided to the most recent address provided to the Company.