

# American Beauty Equipment Terms & Conditions 2017-2018

## Acceptance of Goods

**Customer agrees that his or her order to American Beauty Equipment either in person, phone, internet or any other method that entails placing an order and us shipping merchandise to the customer or customer picking it up, binds them to these terms and conditions and any invoice, delivery receipt, purchase order, or other sales receipt is presumed to establish acceptance of these Terms and Conditions thus providing proof thereof of the customer's order and intent to place the order and receive the goods at their choice of address for delivery.**

- American Beauty Equipment does not accept responsibility for assembly or mounting of any purchased items.
- American Beauty Equipment does not accept responsibility for maintenance or up keep of any purchased items. Proper use and maintenance of all items purchased, is solely the Responsibility of the customer and not that of American Beauty Equipment.
- American Beauty Equipment has no responsibility or knowledge of individual codes or laws.
- Compliance with local state and federal codes is the sole responsibility of the customer.
- Shortages Must Be Reported Immediately within 24 hours & or damages must be reported either at time of delivery or within 24 hours of receipt. Problems reported later are not the responsibility of American Beauty Equipment and cannot be guaranteed of resolution! Shortages by trucking companies must be NOTED on the bill of lading. Make sure to not ANY damaged boxes or crushed corners and NEVER let the driver leave before noting such.
- All Shortages or back order products are the shipping responsibility of American Beauty Equipment and additional shipping charges will be charged to the customer if the backorder was not charged shipping on the original order.
- In the case of irreplaceable pieces damaged in shipment or otherwise American Beauty Equipment retains the right to monetarily replace these items as we see fit. In some cases, one of a kind item will only be replaced with items that are of the same price. We will bare no monetary responsibility for trucking company errors.

## Returns & Refunds

- All merchandise returned will incur a minimum 25% re-boxing, restocking and reconditioning fee.
- All merchandise returned must be in its original box or a box that will not incur damages in return shipping.
- No Refunds after 30 days.
- All merchandise returned must be in its original box or a box that will not incur damages in return shipping.

## Free Shipping Rules- listed on each website clearly!

- California Hawaii and Alaska are NOT Eligible for Free Shipping but will receive a discounted rate!
- All merchandise within 30 days returned will incur a minimum 25% re-boxing, restocking and reconditioning fee.
- Clients having parts shipped for items that originally had free shipping when purchased, must pay for any shipping within or out of warranty period for said parts. No free shipping items will incur more free shipping for parts.
- Free Shipping is not possible to PO Boxes or addresses that are deemed inaccessible by the trucking company or FEDEX. IE) Mountains, Rivers, Forest Fire Areas & Swamps.
- Discounted Shipping is possible to residences, houses or businesses that are in your house but not an actual business zoned location and recognized as such by major carriers like Fedex and UPS. Residential deliveries are a liability for everyone. Therefore they cost a bit more.
- Free Shipping includes lift gate service to most addresses. Addresses that are not easily accessible will incur \$75.00 Additional charge for the service- IE-Malls & Inaccessible Shopping Centers-UPS Charges these charges. Inside Delivery In The Door \$150.00 Additional White Glove Inside Delivery & Placement \$250.00 Additional- Extra Services Must Be Paid Before Delivery None May Be Added
- Returns on Items with Free Shipping is the responsibility of the customer. We will accept no CODS for freight or small packages, and will not issue any refund for freight incurred, as a result of a return on items with Free Shipping. There are no pickups from items with Free Shipping!

It is the responsibility of the customer to accept delivery when the trucking company calls to deliver.

Any missed appointments or re- delivery fees are the sole responsibility of the customer and American Beauty Equipment is not responsible for paying. There are NO exceptions.

Slamming ABE on social media due to customer failure and not the fault of ABE will be met with the proper paperwork to prove the wrong doing was not on the part of ABE.

Damages incurred due to returned items are the responsibility of the customer.

•All credits for merchandise returned after 30 days will be for in-house credits only. Credits good for 1 year from date of return.

•No returns accepted without prior authorization. We reserve the right to refuse any unauthorized returns.

•Customers are responsible for return shipping on all orders. Unless otherwise noted.

•A 20% non-refundable deposit is required on all used equipment.

•All customer refunds can take up to 2 – 6 weeks.

•All Parts are Non-Returnable & Non-Refundable

## Freight Charges & Policies

•Shipping Charges are Non-Refundable.

• All items are carefully inspected and packaged for shipment in perfect condition. In the event that the item has sustained any damage during transport, it is the sole responsibility of the consignee to make a notation regarding the shipment for any visible damage on the delivery Bill of Lading, and to carefully inspect the shipment for any concealed damaged which must be reported to the carrier immediately and send in support documents on timely matters. Failure to do so will impede the consignee's efforts to make a proper claim with the carrier as their rules are strictly enforced.

•All orders are either pre-paid or a minimum required deposit of 60% is due before any transaction will begin processing. Balance is to be paid within 5 days prior to delivery or shipping, noncompliance may result in delays with original shipping date.

•All orders must be pre-paid within 5 days prior to shipment unless otherwise noted. (i.e., financing/leasing).

•Inside Delivery Is Extra & Must Be Paid For Before Delivery Is Made Any Customer Making A Demand Once Truck Is On Hand Must Pay To The trucking Company Directly Unless Authorized By American Beauty Equipment Directly By Calling 1-630-616-9450.

Warehousing fees

•Storage charges will apply 30 days after date of purchase unless otherwise noted.

•A minimum charge of \$50.00 up to \$150.00, PER PALLET PER MONTH will apply. These extra charges are determined by dimension and weight of item(s) in question, and follow the storage guidelines schedule (A) of American Beauty Equipment.

•Any unclaimed or past due account balances beyond 6 months from original invoice date become the property of American Beauty and subsequent forfeiture of deposit is thus treated the same.

Custom Furniture

•All custom cabinetry orders will be approved by him/her with a signature, wherein any circumstance other than what has been approved is directed at him/her for completion and resolution, and is not the responsibility of American Beauty Equipment

•All custom cabinetry requires a 60% deposit, with the balance due 5 days prior to shipping. Once initiated, custom projects are not cancelable and the customer

becomes responsible for the entire amount quoted. NO refunds or returns are permitted for custom projects. All sales are final.

This condition excludes manufacturer defects, which follows the Terms and Conditions set forth by the individual cabinetry makers.

## Limitation of Warranty

All manufacturer and in house warranties becomes null and void if complete payment is not made within the payment terms.

•American Beauty Equipment shall not under any circumstance be liable for special, incidental or consequential damages such as, but not limited to, damage to or loss of property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement goods or related claims of a customer. Customers' remedies set forth herein is exclusive. The liability of American Beauty Equipment under these Terms and Conditions, or from negligence, strict tort or under any warranty or otherwise, shall not exceed the price of the goods upon which such liability is based (unless American Beauty Equipment elects to repair or replace such goods at its own expense).

•The handling of a warranty for an item that is discontinued and or no longer available becomes the discretion of American Beauty Equipment for replacement.

•A licensed plumber must perform all installations for plumbing and related equipment professionally. Failure to do so negates original manufacturer warranty. Documentation must be provided at time off complaint. No exceptions!

•An approved technician must service all electronic equipment under warranty. Failure to do so negates original manufacturer warranty.

•American Beauty Equipment reserves the right to sell certain goods "AS IS," without any warranty whatsoever for such goods (refurbished, reconditioned, showroom models and used furniture) unless otherwise noted on sales receipt.

International customers-

Must pay any taxes or duties levied by either country for taxes on their imports to their country. We accept no liability for this. Especially to Canada.

## Governing Law and Venue

•All matters relating to the enforcement of this sale transaction and this statement of Terms and Conditions shall be governed by the State of Illinois. The parties to this sales transaction hereby consent

to exclusive jurisdiction and venue by the courts of the State of Illinois as the location where the sales contract was made, and agree that any suit or action to enforce or interpret any matter relating to

this transaction may be brought only in the courts within the State of Illinois in the DuPage or Cook County.

•Customers found to be in breach of these terms & conditions will be subject to collections or repossession. Any attempt to defraud American Beauty Equipment, or its sub-distributors will be turned over

to the proper authorities and prosecuted to the fullest extent of the law.

Check Fees Credit Applications and Delinquent Accounts

•All returned checks will be charged \$50.00 as well as a \$20.00 administrative fee.

•Credit Applications follow the individual terms presented at time of approval as well as the terms listed herein.

•All delinquent accounts beyond 30 days will be subject to a 5% finance charge, on balance due as well as all collection and attorney fees.

Orders Cancellations

•Orders cancelled after 48 hours will be charged an administrative fee of \$25.00 as well as any other applicable charges.

•American Beauty Equipment reserves the right to cancel any transaction at any time for any reason.

Office Statement

•American Beauty Equipments' decisions regarding the policies contained herein are unilateral. We do not seek your approval or agreement of compliance nor is this policy negotiable.

•American Beauty Equipment may amend these policies at any time.

•American Beauty Equipment will NOT incur any cost for free shipping items to or from the customer/This also applies to warranty items needing to be shipped. It is the responsibility

of the customer to pay shipping for any in warranty repairs, free items shipped to them or any other reason we are fulfilling warranty or repair. Any unpaid charges as a result will go up

for collections immediately and without retort.

•NO C.O.D's Accepted.

•We accept VISA, Master Card, Discover, personal checks, cash, money orders, cashier check and PAYPAL.

•We are not responsible for other Manufacturer's Terms & Conditions if items are non-returnable.