



1. **Confirmation of Contract Terms:** By submitting an order on online or by phone with Garage Doors & More of the Piedmont, The Buyer acknowledges that this is an agreement for the sale and purchase of garage doors and garage door related accessories. Buyer agrees to buy and Seller agrees to sell Buyer such garage doors and garage door related accessories. The sale is subject to the terms and conditions set forth in this agreement. By completing the order, Buyer acknowledges having understood and accepted the terms contained in this agreement.
2. **Contracted Price:** The prices for garage doors on Garage Doors & More of the Piedmont includes base price plus accessories, additional options and delivery fees. By submitting an order, Buyer acknowledges and accepts responsibility for local and state taxes, cost of performance/payment bonds, local building permits, and other fees as required by federal, state or local laws not specifically stated in this agreement. All references to Seller refer to Garage Doors & More of the Piedmont. (hereinafter "Seller"). These terms and conditions and the Seller(s) Terms of Use for this Website (the "Terms and Conditions") shall apply to any and all sales between Seller and the Buyer and shall not be waived, modified or amended without the express written consent of an officer of Garage Doors & More of the Piedmont. Terms contained within any other purchase order or agreement issued by Buyer conflicting with these Terms and Conditions shall be of no force and effect. All orders must be approved by Seller prior to issuance. Supposed verbal offers or commitments or promises by any employee of Seller will not be honored. The items contained on your purchase agreement will be the only items delivered or installed. No coupons or discounts will be issued after the initial purchase.
3. **Specifications Compliance:** The specifications provided in this Agreement shall govern. It is the sole responsibility of the Buyer to verify the specifications herein conform to the Buyer's local building and insurance codes.
4. **Goods Conformance:** The goods shall conform to the specifications set forth in this Contract except where agreed upon in writing by Buyer and Seller.
5. **Contract Changes:** All changes must be confirmed by both parties in an executed change order in order to be binding upon the parties. Price shall be modified to reflect such change.
6. **Damages for Delay and Cancellation of Order:** Seller shall not be liable for any damages which Buyer may suffer by reason of Seller's delay if Buyer, its agents or employees, notifies Seller to cancel or "hold" order until further notice or if Buyer delays delivery of order for any reason after production has begun.

Buyer places order on hold prior to the start of production, Buyer remains liable for cost or damages Seller incurred by reason of the delay, including incidental and consequential costs. If Buyer notifies Seller to cancel or hold an order and production has begun, Buyer shall remain liable for the full contract price and payment is due upon receipt of invoicing.

7. **Delivery and Payment Terms:** All shipments from Garage Doors & More of the Piedmont shall be F.O.B. factory. Contract price shall be paid with check or charge card prior to production of order but does not guarantee date of delivery, and shopgaragedoor.com shall not be responsible for delay damages. Seller will exercise good faith to meet estimated delivery dates, but Buyer is responsible for demurrage charges from truck line if Buyer requests a delay in delivery. At time of delivery, Buyer shall make a full and close inspection of merchandise. Buyer must make note on the bill of lading of any freight damage or missing packages. Seller shall have the option to deliver goods in two or more installments as Seller shall elect.

8. **Limited Warranty:** The product(s) furnished under this Agreement are warranted to be free from defects in materials and workmanship for a warranty period of one year from the date of shipment from Seller(s) facilities, and such warranty shall be limited to repairing or replacing, at Seller(s) sole discretion, products evidenced to be defective within such one year period. There are no other warranties, express or implied. By installing the product, Buyer has constituted acceptance of materials.

9. **Force Majeure:** The parties understand that performance by Seller or Seller's carrier may be interrupted or delayed by an occurrence outside of its control, including but not limited to the following: an act of God, war, riot, sovereign conduct, or conduct of third parties. If that should occur, Seller shall be excused from performance for as long as it is reasonably necessary to complete performance, and shall not be liable to Buyer for loss of use or any other damages resulting there from.

10. **Indemnification:** Buyer shall indemnify and hold Seller free and harmless from any and all demands, loss, or liability resulting from the injury to or death of any person or persons because of the negligence of Buyer or the condition of said property at any time or times after the date possession of said property is delivered to Buyer.

11. **Costs of Action:** In the event Buyer in any manner defaults or breaches the terms and conditions of this Contract, or threatens to do same, or in the event it becomes necessary for Seller to employ an attorney to enforce any provision of this Contract, obtain injunctive relief, collect damages on account of a breach or threatened breach of this Contract, or if Seller prevails in a tort action commenced by Buyer, Buyer shall pay to Seller, Seller's attorney fees and costs.

12. **Severability.** If any part, term or provision of this Agreement shall be determined by any court to be invalid or unenforceable, all of the remaining provisions nevertheless shall remain valid and effective as it is the intention of the parties that each provision hereof is being agreed upon separately.

13. **Governing Law.** This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of North Carolina.

14. **Venue.** Any controversy or claim arising out of or relating to this Agreement, in anyway, or the breach thereof, shall be litigated only in the Court of Mecklenburg County, North Carolina, and all parties to this Agreement agree that said court shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement, or any matter arising there from. Each party hereto expressly submits and consents in advance to such jurisdiction in any action or proceeding in such court.

15. **Waiver.** The failure of either party to insist in any one or more instances upon performance of any of the provisions of this agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, and the same shall constitute and remain in full force and effect. No single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. Waiver shall not constitute or be construed as a continuing waiver or a waiver of any other breach of any other provision of this Agreement.

16. **Parties in Interest.** Nothing express or implied herein is intended, or shall be construed to confer upon any person or entity other than the parties hereto any rights or remedies hereunder.

17. **Entire Agreement.** This Agreement, including the certificates, exhibits, schedules and other documents referred to herein and executed by the parties hereto simultaneously herewith, constitutes the entire agreement of the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, including, without limitation, any representations and understandings of the parties, both written and oral, other than as expressly referenced herein, and where appropriate, delivered at closing. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and which specifically refers to this Agreement and states that an amendment or modification is being made in the respects as set forth in such instrument and is made by the parties hereto.