

## **TERMS AND CONDITIONS OF SALE:**

The following applies to all transactions made with  
**flatroofsolutions.com, of 6615 Laneferry Road Newbern, TN 38059**

**1. PRICES & TAXES:** Prices are as of date of shipment and are subject to change, without notice. Buyer shall pay all applicable taxes.

**2. TITLE:** shall not pass, but shall remain vested in and be property of **flatroofsolutions.com**, until the purchase price and all other sums due, have been fully paid. It is expressly agreed that the property shall be, and remain, strictly personal property, and retain its character as such, no matter in what manner it may be affixed or attached to any building, structure, or real property.

**3. RESPONSIBILITY:** AS **flatroofsolutions.com** AND ITS SUPPLIERS DO NOT CONTROL THE APPLICATION, HANDLING, INSTALLATION, AND/OR USE OF ITS PRODUCTS OFFERED AND SOLD, THEY DO NOT ASSUME ANY RESPONSIBILITY WHATSOEVER FOR ANY OR ALL CLAIMS, ANY CONSEQUENCES, AND/OR CONDITIONS ARISING OUT OF THE PURCHASE, HANDLING, INSTALLATION, AND/OR USE OF ITS PRODUCTS OFFERED AND SOLD. THE PURCHASE OF THE PRODUCTS SHALL CONSTITUTE ACCEPTANCE IN FULL OF THE CONDITIONS OF THE SALE BY THE PURCHASER, WHO ASSUMES ALL RESPONSIBILITIES, WHATEVER THEY MAY BE.

**4. GOVERNING LAW:** Any sale by **flatroofsolutions.com** to any buyer shall be a Tennessee contract and shall be construed in accordance with the laws of the State of Tennessee. Buyer and Guarantor agree that the Magistrate, State and Superior Courts of Dyer County Tennessee, shall have personal jurisdiction over them and that these courts shall constitute the proper venue for any action or lawsuit relating to, or arising out of this agreement. Buyer and Guarantor, hereby waive any defenses they may have of lack of personal jurisdiction or improper venue in any such action or lawsuit.

**5. RETURNS:** must be authorized and/or assigned an RGA number by **flatroofsolutions.com**. All returns must be shipped freight prepaid & are subject to a possible restocking fee of up to 25%. Items are eligible for return for up to 10 days from receipt.

**6. CANCELLATION OF ORDERS:** Orders, once accepted, cannot be unilaterally canceled by Buyer.

**7. DESCRIPTIONS:** weights and/or dimensions are given according to the best knowledge available at the time and are subject to correction, change, or additions, without notice.

**8. PAYMENT TERMS:** Buyer agrees and understands that all invoices are due and payable within 30 days of invoice date. Buyer agrees and understands that any discount offered by **flatroofsolutions.com**, including Trade discounts, are offered only if prompt payment is made to **flatroofsolutions.com**, and are forfeit if payment is not made within agreed terms. Buyer also agrees and understands that a FINANCE CHARGE and/or SERVICE CHARGE with a periodic rate of up to 1.75% PER MONTH (ANNUAL RATE OF 21%) or such other rate pertained by law, with a minimum monthly charge of \$ 5.00 will be imposed on the outstanding overdue balance. Buyer also agrees to pay **flatroofsolutions.com** reasonable attorney's fees and/or collection agency fees, and/or costs incurred in collection of any overdue amount.