

T e r m s & C o n d i t i o n s
American Beauty Equipment

Acceptance of Goods

- Customer agrees that his/her signature by his/her representative or affiliate to receive the product(s) or on any other confirmation, invoice, delivery receipt, purchase order, or other sales receipt is presumed to establish acceptance of these Terms and Conditions.
- 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 or Damages

- Shortages or damages** must be reported either at time of delivery or within **48 hours** of receipt. Problems reported later are not the responsibility of American Beauty Equipment and cannot be guaranteed of resolution!
- All shortages** or back order products are the shipping responsibility of American Beauty Equipment and additional shipping charges are not the responsibility of the customer or business in question. Unless otherwise noted.
- 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.

Returns & Refunds

- All** merchandise returned will incur a minimum **25% restocking** and reconditioning fee.
- All** merchandise **returned** must be in its original box or a box that will not incur damages in return shipping. **Damages** due to returned items **are** the responsibility of the customer.
- All** credits for merchandise **returned** 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.

Freight Charges & Policies

- 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, non-compliance may result in delays with original shipping date.
- Freight charges are **pre-paid** on all orders of \$50,000.00 or more.
- 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

- 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 of 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.

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 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 **\$25.00** as well as a **\$10.00** 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 **2.5%** 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 reserve 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.
- NO C.O.D's Accepted.**
- We accept **VISA, Master Card, Discover, personal checks, cash, money orders and cashier's checks.**

I have read and understand the Terms and Conditions associated with the sale

Customer Signature: X _____ Print: X _____ Date: ____/____/____