



## **SALES TERMS & CONDITIONS**

### **NOTICE TO OWNER**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

### **WARRANTIES**

Capitol Group, Inc. is a distributor of products, not a manufacturer, and therefore extends no warranties, expressed or implied. Capitol Group, Inc. disclaims all implied warranties including any implied warranty of merchantability or fitness for a particular use. Any warranty with respect to the products sold by Capitol Group, Inc. is limited to the warranty extended to Capitol Group, Inc. by the manufacturer. No agent or representative of Capitol Group, Inc., other than those given in writing by the President of Capitol Group, Inc. is authorized to make any warranty. The buyer also agrees to hold Capitol Group, Inc. harmless if they give any warranty with any terms differing from, or more extensive than, the manufacturer's. Capitol Group, Inc. does not warrant labor charges and/or damages incurred in installation, repair or replacement as well as incidental and consequential damages connected therewith. In the spirit of fairness and in keeping with its policy of providing quality products and services Capitol Group, Inc. pledges to the buyer to assist them in obtaining the full value of the manufacturer's warranty.

### **TERMS AND CONDITIONS**

All returns must have prior approval along with proof of purchase. Restocking, reconditioning and freight charges may apply.

The buyer's consent to these terms and conditions shall be conclusively presumed from the buyer's receipt of Capitol Group's terms and conditions and the acceptance of the delivery of materials from Capitol Group, Inc. without prompt written objection. No terms or conditions contained in the buyer's purchase order, shipping release, or elsewhere, shall be binding upon Capitol Group, Inc. These terms and conditions may not be altered by anyone other than a Vice President or the President of Capitol Group, Inc.

Attorney and collection fees and costs, if necessary, and service charges of 2% per month will be applied to all past due amounts. Cash discounts, if any, are stated on each individual invoice.

Capitol Group, Inc. represents that, to the best of its knowledge, goods covered by the invoice were produced in compliance with all applicable requirements of the fair labor standards act of 1938, as amended.