



Gourmet Appliances & Foodie Fun

GENERAL TERMS AND CONDITIONS OF SALE

1. All price(s) are subject to change from the Manufacturer, so the price(s) listed on the estimate for the goods sold are valid only for 30 days from the date of estimate. After 30 days, the price(s) for the sale of all goods will be the current price on the date of shipping.
2. South Carolina Sales Tax and all other charges required by authorities having jurisdictions in Greenville, SC shall be paid by the Buyer and are the responsibility of the Buyer regardless of final destination of the product.
3. All services and products not specifically included in the estimate are excluded from the estimate. Services such as, but not limited to, the delivery of equipment, the installation of equipment, the uncrating of equipment, staging of equipment in different areas and the removal of existing equipment are not included in the estimate unless specified.
4. We will be ordering your product(s) specifically for your project, so a deposit in the amount of 50% of the value of the product(s) is required prior to ordering any equipment or accessory, with all balances due prior to delivery OR 25 days after the Release to Order is given to The Cook's Station by the Buyer, regardless of whether the Buyer is able to take delivery of the product. Other payment arrangements, such as 3rd party financing, can be offered and may be made in advance.
5. If the Buyer fails to pay all balances when due per the agreed payment terms, the Buyer shall pay interest at the rate of 1.5% per month, pre-and post-judgment, plus a 15% late charge and, if necessary, all costs associated with collecting payment to include, but not limited to, attorney fees, costs associated with post-judgment, lien preparation and recording fees. A \$45 fee will be assessed to the Buyer for each dishonored check tendered.
6. The Buyer is responsible for all debts regardless of whether the Buyer is unable to, or has not to date, collected debts related to this purchase/sale. The State of South Carolina does not recognize "Paid When Paid" claims.
7. The Cook's Station may, without liability, delay performance or cancel this contract on account of force majeure or other circumstances beyond its control such as, but not limited to, work stoppages, embargoes, and failure to source of supply or casualty.
8. The Cook's Station may, at its sole discretion, withhold shipment, delivery and performance of all or any part of the order, or cancel the order at any time if the Buyer's account with The Cook's Station is in disarray, or if for any reason, The Cook's Station believes the Buyer to not be creditworthy, or if the Buyer fails to comply with The Cook's Station credit requirements, or if any payment instrument of the Buyer is not honored, or if The Cook's Station discontinues the sale of the product.
9. Shipping dates provided by the Manufacturer are to be used as an estimate only. The Cook's Station is not liable for damages because of variance of the Manufacturer's estimated shipping date.
10. All warranties are Manufacturer warranties. The Cook's Station makes no express or implied warranty with respect to any goods sold. The sole exclusive remedy for the breach of warranty or negligence by the manufacturer, if any, is against the manufacturer. The Cook's Station shall not be held liable, directly or indirectly, for any loss, cost, damage, or expense arising directly or indirectly from the condition, operation, transfer or use of any goods sold. Any and all representations, promises, warranties or statements made by The Cook's Station employee and/or agents that differ in any way from the terms of the Manufacturer Warranty or terms of this agreement shall be given no force of effect.
11. If the goods are not substantially defective and the buyer rejects delivery or returns the goods or cancels the order without The Cook's Station approval, the Buyer shall pay The Cook's Station (per the stated payment terms) a restocking charge of 35% of the price per item, plus all costs related to redelivery to the Manufacturer, which is not obligated to accept non-defective returns. All returns must be complete, in the original box and in sellable condition. Special order projects may not be returned.
12. These terms will govern any goods purchased and/or services provided under the quotation (estimate) between the Buyer and The Cook's Station. The Cook's Station shall not be bound by any terms not written herein, unless written amendments are signed by an authorized The Cook's Station representative. If any portion hereof is found invalid by operation of law or rule of court, the same shall not invalidate the entire contract, the balance of which shall remain in full force and effect. This agreement is governed by South Carolina Law.