



Terms & Conditions – Certified Stairs LLC

1. Interpretation

In these conditions:

“CS” means the entity of Certified Stairs LLC or its trading entities

“Customer” means any person or corporation who has requested goods and / so services.

“Goods” means the products, and if any, services for work and labor done, hire charges, fees, service charges, repairs, materials, insurance charges of whatever nature, associated with the supply and manufacture, construction, repair of the goods supplied by the Customer.

“PPSA” means the Personal Property Securities Act 2009. CS may change the terms of agreement from time to time. By continuing to work with CS, after we post such changes, you will accept the agreement as modified.

2. CS’s Conditions Prevail

These conditions (which can only be waived in writing signed by CS) prevail over all conditions of the Customer’s order or other documents to the extent of any inconsistency. Nothing in these conditions shall be read or applied so as to exclude, restrict or modify any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

3. Estimate

Any estimate made by CS is not an offer to sell and no order given in pursuance of any estimate or quotation shall bind CS until accepted by it in writing or by the commencement of supply of the goods and / or service subject of the order.

4. Starting Work

Work cannot be started until CS receives any and all necessary approvals, such as Material Deposit Checks, Plans, Estimate, Quote or Contract Acceptance. CS will not be held responsible for misinterpretation of customer’s verbal instructions. CS will endeavor to make any requested late alternations to orders but this may not be possible due to circumstances beyond its control. Weather Delay will be rated at \$20.00 per hr. or \$400.00 per day. Stand by will be rated at \$120 per hr. or \$1,440.00 per day. Lack of maintenance, preparation, on-site transparency and other delays not caused by CS, may result in additional fees. If CS is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension... including, but not limited to, adverse weather conditions not reasonably anticipated.

No work will begin at any residential property if the dwelling is occupied and no secondary exit is available. No tenant entry will be allowed until work has concluded and no harm/safety concerns exist. This is per IBC §1003.2.13 and §1007.1.

5. Payment / Account Terms

The Customer must pay CS within the terms stated on the quote or invoice. Purchase must be on a cash with order basis, following which CS will issue a tax invoice to the customer. However, if any approved account has been established, payment must be received under the terms stated on the invoice.

In the event that CS grants the customer time pay for any goods supplied then such supply shall not amount to a waiver by CS of any of the provisions of these terms nor be construed or be taken either directly or by implication as a granting by CS of credit facilities to the customer and no credit facilities shall be granted unless agreed in writing by CS.

If CS does not receive forwarding instructions sufficient to enable it to dispatch the goods within 7 days then the customer shall be deemed to have taken delivery of the goods and the terms of payment shall apply from such date. The customer shall be liable for storage charges payable monthly on demand and the storage of the goods shall be at the customer’s risk. All first time transactions are COD no exceptions. Should the customer default in payment of any monies due under this agreement,

then all monies due to CS shall immediately become due and payable and shall be paid by the customer within seven (7) days of the date of demand and CS shall be entitled to Terms & Conditions Section

6. Customer Supplied Materials

To provide a very high level of service we ask that our customers provide good quality raw materials, as well as good quality images, logo files and drawings. All materials supplied to CS by or on behalf of the Customer shall be held at the Customers risk. All material supplied by the Customer for the production of the Customer's work may be subject to a charge for handling and storage as determined by CS. If any change or correction is necessary in order to supply properly finished work, the additional work shall be at the Customer's expense. Responsibility shall not be accepted for sub-standard work caused by defects or unsuitability of such materials. Customer covenants that any customer's design produced for use by CS does not infringe any trade mark, copyright, or other property right of another entity and shall indemnify CS in connection herewith.

7. Raw Material Certification

Material Tractability Certifications are available only on Special Orders and at an additional charge.

8. Experimental

Orders and speculative work of an experimental nature prepared at the Customer's request shall be considered an order and will be charged accordingly. Sketches, dummies and designs submitted by CS on a speculative basis shall remain CS's property and no use shall be made nor any idea or technical knowledge obtained there from be used without the agreement of CS in writing.

9. Warranties

The liability of CS for goods manufactured by it, is limited to making good any defects by repairing the defects or at CS's option by replacement within a period of not exceeding twelve months after the goods have been delivered so long as:

All conditions specified in the contact, tender or quotation have been complied with

- the defects have arisen solely from faulty materials supplied by CS or workmanship
- the goods have not been altered or received maltreatment, inattention, or interference
- the defective goods are promptly returned free of costs to the CS

10. Liability

Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to the merchant ability, description, quality, suitability or fitness of the goods for any purpose as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. CS is not liable for physical or financial injury, loss or damage or for the consequential loss or damage of any kind arising out of the supply, layout assembly, installation or operation of the goods or arising out of the CS's negligence or in any way whatsoever. Any and all zoning permits from city, county or other governed municipality needed for work rendered is the sole responsibility of the customer to obtain unless stated in contract with CS

11. Ownership

All proposals, ideas, concepts, design work, drawings, computer files, scans, artwork or other items conceptualized, produced or created by CS remain the property of CS. Title in the goods delivered remains with CS until CS has received payment in full of all money owing by the Customer and if payment is not made by the due date CS shall, without prejudice to any other remedies available to it, be entitled to retake possession of the goods and hold them until payment in full has been received or to resell the goods and to recover the deficiency on resale plus costs of repossession from the customer. For so long as title in the goods remains with CS, the customer will hold the goods as bail for CS, and if the customer sells the goods, the proceeds of sale thereof are held in trust for CS, and if payment for the goods is not made on a due date, CS or its authorized agents have the right to enter the Customer's premises or other premises in which the goods are located to take possession of the goods.

12. PPSA (Personal Property Securities Act 2009)

The Customer acknowledges and agrees that CS may apply to register a security interest in the goods at any time before or after delivery of the Goods. The Customer waives their right under s157 of the PPSA to receive notice of any verification of the

registration. If the Customer defaults in the performance of any obligation owed to supply Goods to the Customer, CS may enforce its security interest in any Goods by excising all or any of its rights under these Conditions or the PPSA. To the maximum extent permitted by law, the Customer and CS agree that the following provisions of the PPSA do not apply to the enforcement by CS of its security interest in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143. The Customer and CS agree not to disclose information of the kind mentioned in s275(1) of the PPSA except in circumstances required by sections 275(7)(b)-(e) of the PPSA. The Customer must promptly do anything required by CS to ensure that CS's security interest is a perfected security interest and has priority over all other security interests in the Goods.

13. Delivery

All freight from CS to the Customer is at the Customer's expense. CS will be under no obligation to insure goods in transit and the Customer will bear all risks with respect to the goods during transit. CS shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, act of God, wars, equipment failure or mischievous damage or other causes beyond CS's control. In particular CS shall not be liable for any failure to deliver at the agreed time or at all should any of the above make this impossible including shortage of labor or materials or in other similar or dissimilar contingency beyond CS's control interfering with the procurement of materials or with the production, delivery or acceptance of goods.

14. Claims

Any claims regarding visible defects or non-compliance must be formulated in writing and forwarded to CS within 30 days of the date such Goods were shipped or accepted from CS.

15. Use of Products

No guarantee shall be given or implied that the goods supplied at the Customer's instructions or designed by the CS to those instructions are suitable for specific market requirements. Certified Stairs is not responsible for any cosmetic upgrades needed after repairs/installation is complete.

16. Order Cancellations

Cancellation of orders will not be accepted if material has been purchased specially for said customer. Cancellation of all other orders will be subject to a discretionary charge of up to 40% of the value of the order. Cancellation of orders will not be accepted if the order has been committed for dispatch.

17. Sub-Contracting

CS reserves the right to sub-contract the production, manufacture, supply and installation of the whole or any part of the Goods supplied.

18. Site Works

Where the order includes CS installing, servicing, repairing or erecting the Goods (the work) on site the following will apply: The Customer will provide uninterrupted access to the site for the Work including provision of a mobile crane if necessary. CS shall not be liable in any way whatsoever for any loss or damage to the Customer or Customer's agents, employees or subsidiaries due to the Work at the site. The Customer will provide all on-site services including electricity, fuel and water to CS at no cost to CS. This provision extends to any chemicals or treatments reasonably required for the Work. Work to be performed on-site outside usual business hours, shall only be done by agreement in writing between the parties and on such terms as CS agrees. Notwithstanding anything in these Terms and Conditions or any contract entered into CS may refuse at its sole discretion to perform the Work on-site if the site is not suitable for any reason.

19. Prejudgment Interests

A Interest Rate At 5.72 Percent Per Day Of Total Invoice Value. Interest Will Starting Once Invoice For Services Rendered Is Delinquent.

20. Hold Harmless

To the fullest extent permitted by law, General Contractor will indemnify and hold harmless **"CERTIFIED STAIRS, LLC."**, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens,

judgements, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of General Contractor, its officers, directors, agents, employees and General Contractor or other subcontractors, General Contractor will defend and bear all costs of defending any actions or proceedings brought against **"CERTIFIED STAIRS, LLC."** And/or, their officers, directors, agents and employees, arising in whole or in part of any such acts, omission breach or default. The foregoing indemnity shall include injury or death of any employee of the Subcontractor or General Contractor and shall not be limited in any way by an amount or type of damage compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act.

The General Contractor hereby expressly permits **"CERTIFIED STAIRS, LLC"**, to pursue and assert claims against the General Contractor for indemnity, contribution and common law negligence arising out of claims for damages for bodily injury, property damage, death and person injury.

21. Primer/Paint

All staircases with handrails will be primed with red oxide. If any paint/powder coating is required, the paint, paint code, powder coating code are required at the time of execution of contract. If a code or color is not provided at the start of the contract, a change order will need to be initiated and additional charges may apply.

22. Deposit

Deposits are non-refundable for custom products.

23. Property Entry

If a Gate/Entry Code is required to enter property for service, that must be provided at the execution of the contract.

24. Recorded Exchange

Any telephone conversations between GC and CS shall and will be recorded as to not garble any direction or communication.

25. If treads are purchased without using CS for installation, customer is responsible for installation conformity to meet IBC and ADA code standards.

By entering in to a contract with CS, you agree to the above terms and conditions.

You agree to non-disclosure. This non-disclosure prohibits you from sharing information deemed confidential. This confidential information is defined as, but not limited to, proprietary information, trade secrets and any other details which may include personal or company information. Contractor understands and agrees to both party consent of recorded conversations for record of CS. Contractor also understands and agrees that misuse and/or disclosure of that information could adversely affect CS's business. Accordingly, you agree that, during the Term of this Agreement and thereafter, the Contractor shall use and reproduce CS's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and shall restrict disclosure of CS's Confidential Information to its employees, consultants or independent contractors with a need to know and shall not disclose CS's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.



Information on Concrete Treads purchased by Certified Stairs, LLC.

- 1) All concrete tread purchases are considered FOB. The purchaser retains ownership upon pickup/delivery
- 2) Do not put salt or any type of chloride product on our precast concrete steps to melt ice. Salt will rapidly deteriorate the step, which could result in injury
- 3) If treads are purchased without using CS for installation, customer is responsible for installation conformity to meet IBC and ADA code standards per Certified Stairs, LLC Terms and Conditions section 25
- 4) Concrete stair treads have a variable life span that depends on the amount of foot traffic they endure
- 5) All hardware installed on treads should be hand tight maximum (2 foot lbs.)
- 6) Storage and Stacking – Do not stack treads with the bolts down. This could cause breakage
- 7) Treads should not be painted per ADA code 4.5.1 for co-efficiency of friction