



## **TERMS and CONDITIONS**

**WARRANTY:** All equipment supplied by Liberty Lock & Security, Inc. (hereinafter seller) is covered by the manufactures limited warranty, from the date of installation. Seller warrants all labor furnished by them for 90 days, but the warranty becomes void if the work is damaged by abuse, misuse, fire, water, electrical surges or repairs and alterations by other than seller.

**LIMITATION OF WARRANTIES AND DAMAGES:** Seller expressly warrants the goods sold under this contract for a period of 90 days, unless otherwise specified in writing. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. Customer's remedy for breach shall be limited to replacement of the goods sold or to a return of the goods and the refund of their purchase price, at customer's option, which shall be the customer's sole remedy in the event of seller's breach in the performance of this contract. Seller shall not be liable for any consequential or incidental damages for breach of any warranty. The seller will not be responsible for delays due to labor troubles or defects in materials supplied by others.

**SELLERS REMEDIES:** Seller reserves the security interest in the goods sold pursuant to this contract under the applicable provisions of the law. Seller further reserves the right to perfect and enforce any statutory lien, including any mechanic's, contractor's or material men's lien, arising under local law to secure payment of the account debt arising under this contract. In the event seller employs an attorney at law after the customer has defaulted in its payment agreed under the terms of this contract, then customer shall pay seller reasonable attorney's fees of no less than \$100, together with any court or litigation costs incurred by seller in collecting the account debt arising under this contract.

**SERVICES RENDERED:** In consideration of the performance by seller of the services described in this contract, customer agrees to pay the total sum as provided in the contract.

**GOVERNING LAW AND VENUE:** It is mutually understood and agreed that if the place of the performance of this contract is within any state other than the Commonwealth of Virginia, then the contract shall be governed by the laws of the state of Maryland and any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the state of Maryland county of Montgomery, and each party waives the right to seek a change of venue. It is mutually understood and agreed that if the place of performance of this contract is within the Commonwealth of Virginia, the contract shall be governed by the laws of the Commonwealth of Virginia and any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the Commonwealth of Virginia, county of Fairfax, and each party waives the right to seek a change of venue.

**TERMS:** Payment is due on completion of service or purchase unless an account is established between seller and customer whereby customer agrees to all terms and conditions set forth in a completed credit application process. At seller's sole discretion seller may provide customer with terms of net 30 days or less. A 1.5% per month or annual percentage rate of 18% late charge will apply to all payments over 30 days past due computed based on the balance outstanding at the end of each monthly statement. The customer shall be responsible for a \$40.00 return check fee on all returned checks. Any payment of an outstanding balance originally billed with terms will be subject to a 3% fee. Additionally, all other credit card transactions may be subject a 3% processing fee, dependent on transaction size and job details.

**RETURNS AND SPECIAL ORDERS:** All returns must be accompanied by original invoice. No returns after 30 days. Payment, partial or full, on special order items is not refundable. Seller reserves the right to require full or partial payment on special order items. All special orders must be picked up within 30 days of the date of the order is ready to be picked up by the customer. After this period, any deposit will be forfeited, and the goods will be sold or disposed of in a manner to be determined by the seller. All returns are subject to a 30% handling fee.

**EFFECT OF PARTIAL INVALIDITY:** The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other portion. If any portion of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and affect as if both parties subsequent to the expungement of the invalid provision had executed them.

"The State of Maryland requires that all home improvement contractors and sub-contractors must be licensed by the Maryland Home Improvement Commission. Inquiries about a contractor should be directed to the Home Improvement Commission, 501 St. Paul Place, Baltimore, Maryland 21202-2270, telephone: 410-333-6309. Please note that any person may inquire with the Home Improvement Commission about a contractor or sub-contractor"

**LIBERTY LOCK & SECURITY, INC.**

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**MHIC #45470**

[www.liblock.com](http://www.liblock.com)