



Corporate Office: Heritage Lock, LLC & Heritage Security LLC - 124-A Mary Esther Blvd. Mary Esther FL 32569 FL Lic# EG13000730

HERITAGE LOCK LLC & HERITAGE SECURITY LLC ("HL & HS")

GENERAL TERMS & CONDITIONS

The following TERMS AND CONDITIONS apply:

1. Payment Terms:
 - a. For Estimates: Payment Terms are 50% down with balance due upon job completion (or approved credit account terms if applicable, whichever is later). Product will not be ordered until the deposit is received. If installation is included within the proposal; balance is due upon installation. If there is a warranty issue or punch list item(s) for product or service we provided, then maximum retainer ("hold back") is 10% of balance due. Any amounts withheld higher than maximum retainer fee will be assessed a late charge as defined below.
 - b. For Service: Payment is due at the time of service (or approved credit account terms if applicable, whichever is later). For customers without an approved credit account, a credit card is required prior to any service work commencing. The credit card will be charged at time of service (typically by the next business day), unless Customer provides other form of payment at time of service. If parts/materials need to be ordered, payment is required for those parts prior to ordering.
2. By signing (or electronically approving) the Estimate, Customer agrees that quantities, color, and product specifications are correct.
3. Clerical errors in the Estimate pricing are non-binding and subject to correction.
4. Cancellations:
 - a. Custom-ordered product is assumed to be non-cancellable and non-returnable. Items must be paid for in full and will be held for Customer pick-up for 30 days after notice of cancellation, after which time, HL & HS will dispose of the custom-ordered product. Upon request by Customer, HL & HS will attempt to return cancelled product which is Custom-ordered; if such a return is approved by our vendor, any refund will be subject to a re-stocking fee (minimum 25%).
 - b. For subscription programs (e.g. Oracle Web Access, Security Monitoring, etc), service is billed in advance. Cancellation requests must be made in writing via email (ar@heritagelockfl.com) or physical mail (ATTN: Cancellations, 124 Mary Esther Blvd, Mary Esther, FL 32569). Upon cancellation, prorated refunds will be issued based on the number of remaining full months on the prepaid amount, subject to a refund processing charge of \$35 (or the value of the remaining full months, if less than \$35).
5. Late Charges of 18% per year (1.5% per month) will be charged on all accounts past due by more than 10 calendar days. The first day of a past due is the later of: a) day after delivery or installation is completed, b) day after Invoice is finalized & sent, or c) due date based on approved credit account terms if applicable. A minimum Late Charge is \$50. All past due customers automatically convert to Net 0 credit terms for all jobs and remaining balance must be paid prior to dispatch of new service/install work.
6. Invoices which are unpaid more than 30 days will be referred to a third party collections agency. Customer will be liable for fees charged by the collections agency, which is typically 25% of the total Invoice amount; this is in addition to the Late Charge explained above.
7. Payment shall be made by check, ACH, money order, cash, or credit card. If payment by check or ACH is declined for insufficient funds, a Service Charge will be assessed equal to 5% of the declined value or \$25, whichever is greater.
8. Labor is warrantied for workmanship for a period of 90 days from date of installation or service unless specified otherwise in writing. Products are warrantied per the manufacturer. The manufacturer claims process shall be followed. Each manufacturer has their own process and procedure and timeline. Any claims adjustment shall be per the manufacturer. Any labor to make repairs not covered by manufacturer's warranty will be billed according to Terms in Paragraph 1B.
9. Due to the nature of building materials and environment, we cannot accept any liability for cracks, chips or breakage that may occur in the tile, brick, or other similar materials during installation.
10. Unless specified in the quote, only standard installation applies. All efforts will be taken to identify possible issues during the final measurement; however, there may be unforeseen issues with rotted wood or other framing/structural issues that would require Customer to pay additional costs. An estimate and options would be presented before proceeding.
11. Installation dates are approximate and are not guaranteed; best effort will be made to meet the targeted install dates. We are not the manufacturer and do not control their lead times and cannot be held responsible for the time it takes to manufacture and ship. Lead and shipping times will vary by manufacturer. HL & HS hold the right to reprioritize any storm protection jobs ahead of other jobs to help our customers in the event of approaching storms.
12. Estimates are based upon a specific installation schedule and trip (s). HL & HS have the right to charge for ALL additional rental equipment, trip charges or other charges related to DELAYS due to the PURCHASER. Customer will be required to pay these charges.
13. ENFORCEMENT; COLLECTIONS; VENUE: Should Customer fail to make any payment as required herein, HL & HS shall be entitled to proceed with its available legal remedies against Customer without further notice. Unpaid accounts shall accrue pre-judgment interest at the rate of eighteen percent (18%) per annum or the maximum amount allowable by law (whichever is less). Further, Customer shall reimburse HL & HS for all reasonable attorney's fees and costs associated with collection of this account, including any trial and /or appellate fees/expenses, and including also including those fees/costs incurred to litigate the amount of fees/costs owed to HL & HS. This Agreement shall be interpreted according to the laws of the State of Florida. Venue for any litigation arising out of or related to this Agreement shall be exclusively in Okaloosa County, Florida. Further, Customer hereby KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY FOR SAID LITIGATION.
14. Customer hereby agrees that any charges to Customer's credit card for amounts due under this Agreement are non-refundable and cannot be reversed by the Customer's credit card company; said charges and/or disputes shall be settled solely between the Customer and HL & HS and shall not be adjudicated by the credit card company.