

Friant's Terms & Conditions

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Agreement

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Last Revised: 6/7/24

Green Hornet Associates LLC (DBA Friant's)
21 High Street
Mt. Holly, NJ 08060

609 267 0565

FAX 856 219 4843

sales@friants.com (customer communication / quotes)

admin@friants.com (business communication / invoicing)

NJ HIC: 13VH11682800

Friant's provides sales and installation services for a variety of products, including but not limited to:

Exterior doors, sliding patio doors, windows, storm doors, canvas awnings, metal awnings, retractable awnings, shutters, window blinds and shades, window balance replacement and closet organization systems. We also provide in-house rescreening and glass/plexiglass cutting services. We provide warranty support services for all products we sell.

Friant's reserves the right, in its sole discretion, to refuse to provide repair or warranty services for any product we do not sell, or any product we sold in the past from a manufacturer that has ceased to exist or no longer provides warranty support for their products.

Quotation for Services

Friant's provides a written quotation to each customer specifying the work to be performed, the general location of the work on the property, and primary characteristics of the product to be installed for the customer. The cost listed on the quote is broken down into material costs, sales tax (occasionally UEZ and NJ sales tax), and labor. If applicable, a delivery or freight charge is shown as well. The customer should carefully review the quote and the associated charges and contact Friant's if they have any questions. Friant's may also include an outline specification sheet, showing images of the project (with the correct color) and basic specification attributes. This information should align with the information on the quotation and can be used to support applications for Homeowner Associations or other entities where approval must be obtained before work can be performed. Friant, at its election, may work in conjunction with the customer in this process; however, it remains the customer's obligation to obtain such approvals as necessary before work will commence.

Payment for Services

Friant's requests written acceptance of a quote provided to a customer, and payment of the requested deposit (at least 50% of the quote amount, or the deposit amount stated on the quotation) prior to ordering the product(s). The remaining balance is due upon completion of the installation. Specifically excluded from the project not being considered complete are minor repairs, deficiency corrections and finishing touches which shall be performed by Friant's in a timely manner. The parties agree that if certain post completion work remains open, they will negotiate in good faith a reasonable retainage/hold-back deduction from payment in full of amounts then due. Final payment is due within five (5) days of completion of the project. If the owner has concerns about the performance of the work, they should bring them to the attention of Friant's within five (5) days of completion of the work. Under no condition shall the customer retain or withhold final payment to ensure satisfaction with the installation warranty, or for any other reason unrelated to disputes regarding the quality of the work. Failure to remit final payment provides Friant's with a legal basis to collect upon amounts due, file a lien or otherwise legally protect its interest in the amounts due and owing.

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Sales Tax

Friant's operates in a NJ Urban Enterprise Zone (UEZ), with a sales tax rate of 3.3125%. This reduced sales tax enables customers to pay approximately half the sales tax they would otherwise pay for products outside the UEZ. To offer this reduced sales tax to customers, Friant's purchases products for resale on a tax-exempt basis, but must then charge the reduced sales tax to the customer on each transaction. Accordingly, Friant's does not offer the capital improvements tax exemption often utilized by home improvement companies performing similar work. Those companies are paying sales and use taxes to the manufacturer but not directly charging it to the customer. Other aspects of sales taxes charged by Friant's:

*No sales tax is typically charged on labor or freight

*New Jersey mandates that sales tax be charged on labor to install items that can be removed from the home and relocated. These include metal and canvas awnings, blinds and shades, rescreening, and select other items.

Ownership and Risk of Loss

Friant's shall retain title in and remain owner of any project subject to the quotation/invoices with Customer until receiving payment in full. Friant's will retain lien rights under the uniform commercial code and applicable state law until Customer pays all outstanding amounts due. The risk of loss or damage to the products is transferred to the Customer upon delivery.

Cancellation of Orders

Upon customer approval of a quote and payment of a deposit, Friant's will place all required product orders from the manufacturer and cancellation shall no longer be available to the Customer. Upon placement of a product order, Friant's is obligated to pay the manufacturer the dealer cost for the product. Therefore, no refunds can be offered for product cancellations. If a customer must cancel for exceptional circumstances (i.e. death or home destruction), Friant's will strive to minimize the financial impact on the customer in any way it can, but it is unlikely the deposit can be returned in full in any situation.

Installation

Friant's typically uses its own personnel for most installation services except entry and sliding patio doors. Friant's reserves the right to use subcontractors for installation services at its discretion or when necessary to provide such services in a timely manner. Friant's ensures that subcontractor installation will be equal in quality to the services provided by its own forces.

Installation Time

The period from placement of order to installation varies depending on the manufacturer's schedule, weather or other delays, and the current backorder of installations at any given time. Timely installations are our priority but there are delays beyond the control of Friant. Friant's will contact customers in advance to schedule any installation. Friant's will review any requests we have from the customer at that time and ask the customer if there are any special conditions we must be aware of during our installation. Timelines for projects are variable and no guarantee is made of delivery/installation within any particular timeframe. Friant does work to minimize timelines and provide customers with information concerning any inability to meet an anticipated installation schedule and to keep customers informed of the status of the project.

Installation Warranty

Friant's provides a warranty on its installation services for one year (365 calendar days) from the date of completion of the installation. This warranty covers defects in installation only.

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Page 1 Repair/Labor Warranty

Friant's provides a ninety (90) day warranty for installation work associated with repair or replacement of products covered by a manufacturer's warranty.

Product Warranty Period

Friant's will, at no cost to the customer, document and file any manufacturer warranties for any product it installs, so long as the product is warranted by the manufacturer. Upon approval by the manufacturer of warranty claim, Friant's will charge current rates for product installation of any product covered by a manufacturer's warranty.

Termination

Friant's may terminate this Agreement in whole or in part, at its discretion, should it become aware for any reason that it cannot perform the work agreed upon, or the manufacturer discontinues a product or communicates it cannot deliver the product ordered, or deliver it in a reasonably timely manner. If this occurs, Friant's will refund the customer's deposit in full, with no further payment or liquidated damages due.

Dispute Resolution

All disputes arising from the execution of or in connection with this quotation shall be settled amicably through negotiation.

In the case that no settlement can be reached through negotiation within fifteen (15) days, the dispute shall be settled by means of arbitration. Both parties agree to settle the dispute under the Rules of the American Arbitration Association (AAA). Arbitration shall take place in Burlington County, New Jersey. All expenses of the arbitration proceeding including attorney's fees shall be borne by the losing party. The award or decision of the AAA shall be final and binding upon the Parties and shall be enforceable in any court having jurisdiction over the Party against whom such award or decision is sought to be enforced.

Financing payment terms

Friant's has partnered with a third party provider (Hearth) to offer financing. Terms of financing are determined through this third party provider and are not established by Friant's in any manner. If the customer accepts the terms of the financing company (lender), customer must pay Friant's 100% in advance for the project funding from the lender, and then proceed to make payments to Hearth per the terms established by the lender. Friant's does not have any influence in the decision making or the conditions offered by the finance company(s). For questions regarding the financing terms and conditions please contact the lender.

General Conditions

(a) In the event any one or more of the provisions of this Agreement is held to be void or unenforceable or illegal under the applicable law, such void or unenforceability or illegality shall not affect any other provision of this document.

(b) Assignment. Unless otherwise provided in this document, the rights and duties of the parties may only be assigned to third parties with the prior written consent of the other party, which consent will not be withheld, conditioned or delayed unreasonably.

(c) Quote. The language of these Terms and Conditions are hereby incorporated by reference into any quote issued by Friant's to Customers.