



Pop's Garage Doors LLC. 1701 Pomona Dr, Pikesville MD 21208 443-692-7797 contact@popsgaragedoors.com MHIC #114437

Invoice NO. 7JO0W6

Date Mon Jul 24 2023

## **Client Details:**

Suren Yelu 7904 Ellis Wyatt Ct Elkridge,Maryland,21075 (443) 251-8586 suren.yelu@gmail.com

## **Billing Details:**

Pop's Garage Doors LLC 1701 Pomona Dr, Apt #3 Pikesville MD 21208

443-692-7797 Contact@popsgaragedoors.com

Description	QTY	Price	Amount
Strudd support Top panel repair	1.00	400.00	400.00
		Sub total	400.00
		Tax	0.00
		Tax Rate	6.000%
		Total	400.00
		Balance	0.00

## **Terms**

The following Terms and conditions form a part of the Agreement between the Customer and Pop's Garage Doors LLC. (hereafter "PGD")

- 1. Cancellation. Customer has the right to cancel this Agreement without penalty within 3 days of the date this Agreement is accepted. Cancellations after 3 days are subject to a restocking/cancellation fee of 25% of the Total Job amount. Special Order items including custom made garage doors & openers, cannot be canceled. Cancellation requests must be in writing and before work has started.
- 2. Price Guaranty. Prices quoted in this Agreement are subject to change under the following conditions: [a] the quote is not accepted by the Customer within 14 days of delivery; [b] Customer delays installation

beyond the installation date; [c] changes to the date for the product delivery or installation; [c] remote delivery; [d] or any other changes by Customer. Prices are for labor and material only. PGD shall not be responsible fr loss or damage caused by fire, theft, vandalism, or any other causes beyond its control.

- 3. Installation Dates. Installation start dates are approximate and subject change, PGD will make reasonable efforts to adhere to the start date(s) quoted. PGD shall not be liable for a failure to start work on a quoted start date or for delays due to unforeseen circumstances or product shortages. PGD shall not be liable for delays in delivery, manufacture, acts of God, failures of the Customer, fire, strike, flood, epidemics, attack, war, delays in transportation or other causes beyond PGD's control including without limitation, delays in obtaining or inability to obtain necessary labor or materials. Customer product selections are not guaranteed. in the event a supplier fails to provide an item, PGD shall have the right to substitute or allocate products of a similar kind and quality based upon availability.
- 4. Plans. Customers are required to authorize all designs, products and installation plans before work may start. Customers are solely responsible for all work performed by PGD in accordance with approved plans. Changes, alteration, exchanges corrections or modifications to Plan must be in writing and signed by both parties to be valid.
- 5. Inspection. Withing three (3) business days following notice by PGD that work has been completed, Customer shall inspect the job and provide PGD with written notice of any claim(s) that work does not conform with approved plans. If Customer fails to inspect and provide notice, the installation and work shall be deemed accepted in all respects.
- 6. Deposits. Payment and Credit Terms. At time of acceptance Customer agrees to pay a product deposit of 50% for any in stock item; or a 60% deposit for any Special Order item. whichever greater. The entire Total Job Balance is immediately due upon job completion. PGD does not offer cash discounts, credit, refunds or financing, refund or exchange credits after work is completed. Amounts not paid withing 3 calendar days from date of job completion shall bear interest at the maximum prevailing interest rate. In the event PGD engages an attorney or collection agent to collect monies due, Customer agrees to pay all costs of collection including, without limitation, reasonable attorney's fees (at 15% of the Total Job Price) and court fees, PGD reserves the right to demand payment in advance on any contract.

Failure or refusals to pay for services in advance may be deemed as a repudiation by Customer.PGD reserves the right to refuse payments via check, credit card or any other means other than cash at its sole and absolute discretion.

- 7. Taxes. Customer is responsible for the payment of any sales use or other tax assessed by any taxing authority. Customers are solely liable for any dishonored tax exempt documentation or certificate.
- 8. Installation. Installation services and labor are not included in the Total Job Price unless otherwise specified in writing. For Products to be installed by PGD . Customer shall provide a safe work site and provide all required services such as; electricity, water, drainage, breathable air, permits, licenses, approvals, etc. Customer's failure to make ready the job site prior to the arrival of PGD's personnel or any prior agreed uppn installation date may result in additional charges to Customer. Customer agrees to maintain the job site in a safe condition at all times and to comply with all applicable law, statutes and regulations governing workplace safety. Customer agrees to accept full responsibility for any harm or injury to, or liability arising from work performed by, PGD's personnel while on Customer's premises, except to the extent such injury or harm was caused by the gross negligence or willful misconduct of PGD's personnel.
- 9. Miscellaneous. Customer may not assign, transfer or delegate any of its rights or obligations herein without PGD's prior written consent. if any provision of this Agreement is deemed unenforceable by any Court of competent jurisdiction, all other provisions shall remain in full force and effect as if the unenforceable provision was not included this Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- 10. Governing Law. This contract of sale shall be governed by and construed in accordance with the laws of the State of, Maryland lying in Montgomery County.
- 11. Limited Warranty. PGD warrants that Products sold are free from defects in materials and workmanship for thirty (30) days following delivery. PGD will provide Customer with all manufacturer(s)

Warranty(ies). PGD warrants its workmanship for one year from the installation date. Notwithstanding anything to the contrary, warranty periods for the equipment installed by PGD are limited the manufacturer's warranty. Any Warranty provided herein applies only to the original Customer is not assignable. PGD may in is sole discretion, elect to discharge its warranty obligation hereunder by accepting the return of any defective product and refunding the purchase price paid by Customer.

This warranty does not cover any loss, damage, or defects resulting from improper or indequate maintenance by Customer, Customer-supplied materials, unauthorized modifications or misuse, operation outside of the manufacturer's specifications, improper site preparation or maintenance, or for repairs not performed by PGD's technicians.

All used, reconstructed, refurbished or previously owned materials are sold " AS IS" unless otherwise so indicated in this Agreement.

PGD MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. PHI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS, CUSTOMER'S ACCEPTANCE OF ANY QUOTATION IS EXPRESSLY SUBJECT TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN INCLUDING THESE TERMS AND CONDITIONS OF SALE. THE PARTIES AGREE TO RECEIVE COMMUNICATION REGARDING THIS CONTRACT, AS WELL AS FUTURE COMMUNICATIONS AND MARKETING MATERIALS, VIA EMAIL.

Pop's Garage Doors (hereafter "PGD")

## **Notes**

Thank you for your business. Please share your feedback about our service by scanning the QR below or visiting https://www.popsgaragedoors.com/leave-a-review/

