## **DOOR PRO, LLC GENERAL TERMS AND CONDITIONS**

By accepting a proposal with DOOR PRO, LLC (DOOR PRO), you accept these General Terms and Conditions:

I. Customer represents that Customer is the owner of the real estate at which DOOR PRO will provide labor and services (Customer's Project).

II. DOOR PRO will work on Customer's Project with due diligence until complete but subject to the weather and tool, equipment, and material availability. DOOR PRO is not liable for acts of nature, the weather, emergency, disaster, strikes, material unavailability or other contingencies beyond DOOR PRO's control.

III. Customer shall pay DOOR PRO for DOOR PRO's labor and materials immediately upon DOOR PRO completing the work. Customer's failure to pay DOOR PRO as agreed will void DOOR PRO's warranty to Customer, if any. All accounts past due will accrue 7% interest per annum. Customer is liable for DOOR PRO's attorney fees and collection costs necessary for DOOR PRO to enforce this agreement. Customer will reimburse DOOR PRO for bounced check fees.

IV. Ohio law governs this agreement. Any litigation will be exclusively in Cuyahoga County, Ohio Courts.

V. The proposal is withdrawn if Customer does not accept it within 4 days.

IV. DOOR PRO will perform services in a workmanlike manner. DOOR PRO provides a limited 1 year workmanship warranty. DOOR PRO does not warrant the **merchantability** or **fitness for a particular purpose of the materials DOOR PRO provides.** DOOR PRO disclaims all guarantees and/or warranties relating to the materials which DOOR PRO provides **AS IS and WITH ALL FAULTS**. <u>DOOR PRO does, however, transfer any warranty the</u> manufacturer of any materials provides to the Customer.

V. All oral or other representations not in writing are null and void. Any changes must be in writing and signed (electronically or otherwise) by DOOR PRO and Customer. DOOR PRO is not responsible for damages caused by normal construction vibration, dust, or acts of nature. Customer agrees to provide sufficient electrical and water supply to contractor necessary to complete Customer's Project at Customer's expense.

If you are signing this agreement in your home and the contact does not relate to an emergency, you, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

## **NOTICE OF CANCELLATION**

## **Transaction Date**

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail with return receipt requested, or deliver, in person or manually, a signed and dated copy of this cancellation notice or any other written notice of cancellation, or send notice by facsimile transmission or electronic mail, to DOOR PRO, LLC, at \_\_\_\_\_\_ not later than midnight of \_\_\_\_\_\_ (enter date three days from transaction date).

I hereby cancel this transaction.

(Date of Cancellation)

**Buyer's Signature** 

**Buyer's Signature** 

For Door Pro, LLC's General Terms and Conditions and to learn about your cancelation rights, click here: