

INVOICE



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Stiltz of Florida

4378 LB McLeod Rd
Orlando , FL 32811

Phone: (877) 361-3381

Email: heather@stiltzfl.com

Web: www.stiltzofflorida.com

Payment Terms

Due upon receipt

Invoice #

001473

Date

05/26/2021

Description

Total

Duo Vista with standard install thru floor

\$25,995.00

Half Height door
Full height in requested \$500
2 hand held remotes
Control panel inside cab
Constant pressure controls
Key to lock lift
Lift guide rails
Lift car
Electrical control equipment
Mechanical drive equipment
All safety equipment- safety covers, safety pan top and bottom
Emergency battery back up included for lighting and lowering the lift in the event of power failure
Roped drum brake gear motor drive
375 pounds 1-2 person
Full height infrared light curtains if broken lift will stop for safety
41x 30 footprint
6-8 weeks from Order to install
CELL phone included- CUSTOMER RESPONSIBLE FOR ACTIVATING SIM CARD
IF YOU WOULD LIKE A HARDWIRED PHONE INSTEAD PLEASE NOTIFY US PRIOR TO INSTALL
customer responsible for working phone jack near outlet by day of install if you pick hardwired
220v-20amp recommended and customers responsibility
If using 110v a step up transformer is required please notify us if needed it cost \$300
The outlet should be located on the first floor below the floor joist. If using an outlet on the second floor then a hole will need to be drilled for the trailing cable to run correctly
Color- white
Trailing cable- comes from the hoist on top of the cab and plugs into electrical outlet and it runs up and down with the lift as it travels. If you have any questions or concerns ask us to send you a photo
No pit required lift comes to rest on existing floor and has a 4 inch step down

FOR THE LID

**FLOORING MATERIALS MUST BE PROVIDE BY THE CUSTOMER. IT IS NOT GUARANTEED TO BE ABLE TO REUSE EXISTING FLOOR. MAX THICKNESS OF FLOORING MATERIAL IS 3/8 INCH THICK. REAL WOOD FLOORS ARE MOST LIKELY TO THICK AND CAN NOT BE USED. TILE CAN NOT BE USED ON LIDS. FLOORING MATERIALS MUST BE PROVIDED WHILE WE ARE ON SITE TO DO THE WORK. IF A RETURN TRIP IS NEEDED FOR US TO DO THE LID THERE IS A MINIMUM FEE OF \$350 OR YOU MAY CHOOSE TO HAVE SOMEONE ELSE ADD THE FLOORING TO THE LID OR WAIT UNTIL WE ARE

WORKING IN THAT AREA AGAIN**

CONCRETE CUT AND REMOVAL IS NOT INCLUDED IN ANY CONTRACT. IF FOUND IN THE FLOOR SYSTEM, A CONCRETE COMPANY WILL BE NEEDED TO CUT AND REMOVE AND THIS COST WILL BE PASSED ON TO THE CUSTOMER \$1000-\$2000

Additional options not included are grab bar \$100 and seat \$250.

If providing your own construction if the hole is not cut right and any modifications need to be made when we arrive to install there will be a minimum fee of \$250 and we will make proper adjustments.

Any unknowns such as moving pipes, electrical, or A/c ducts not included in this price and will be billed upon completion if needed

If concrete is found in between the floor system an additional charge of between 250-1000 will be added

Grab bar	\$100.00
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Provide and install grab bar inside cab

Subtotal	\$26,095.00
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Total	\$26,095.00
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2nd Payment Before Installation	\$6,523.75
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Payments Summary

05/26/2021 - Check #1101	\$13,047.50
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Paid Total	\$13,047.50
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Remaining Amount	\$13,047.50
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Payment Schedule

Deposit (50%)	\$13,047.50
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2nd payment before installation (25%)	\$6,523.75
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3rd payment upon completion (25%)	\$6,523.75
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1.It is the intention of Stiltz Lifts of Florida, that all terms of the contract between the Customer and the Seller are contained in this document and specifications (if any) provided to the Customer. If the Customer requires any changes, they should ask for these to be put in writing. The details of Stiltz Lifts (referred to herein as "Stiltz" or "Seller") are as follows: Stiltz Lifts of Florida, 4378 LB McLeod rd. Orlando FL 32811 phone 877-361-3381 or 229-444-5552. The contract is between the Customer and Stiltz Lifts of Florida.

2.This purchase order (PO), including its terms and all attachments thereto, when executed by the buyer and seller shall constitute the entire agreement between: Stiltz Lifts of Florida ("Stiltz") and the buyer. No additional or conflicting terms or conditions, including but not limited to statements on seller's delivery/receiving documentation or verbal or written statements made by the seller shall apply. The earlier of the buyer's written acceptance of this PO, or the commencement of performance, or the shipment of any of the goods ordered here-under shall constitute acceptance of this PO by the buyer. Changes to the PO will not be binding upon the parties unless made in writing by an authorized representative of Stiltz and accepted by the buyer in the form of a modification to the PO.

3.a) The Seller enters into this contract on the basis of our Representative's initial assessment of your requirements, but is conditional upon the Seller's technical survey if required. In the event of an unsatisfactory survey report we reserve the right to cancel the contract without penalty, after having given you a full explanation of the adverse conditions encountered. There upon this Contract will be null and void.

b) The exact technical specification of the system is at the sole discretion of the Seller's technical department. The Seller reserves the right to where necessary substitute technical components with similar components of an equal or superior quality without notification which will not affect the operating of the goods. The Seller also reserves the right to vary the planned position of various components following survey/installation.

c) Any performance levels quoted by the Seller or its representatives are for illustrative purposes only and are based on average not specific performances that could reasonably be expected under typical conditions.

4.The Customer shall grant the Seller's appointed surveyor and installer's access to the premises at reasonable times for the purposes of technical assessment if required, to carry out the work detailed within the contract and any subsequent remedial work if required.

5.The Installation is for a DOMESTIC OR RESTRICTED USE THROUGH FLOOR LIFT AND / OR THE MAINTENANCE OF THAT LIFT. as indicated. Not made for outdoor use unless customer agrees to enclose the lift to protect from outdoor elements or warranty could be voided.

6.The installation date on the contract is only an estimate. The Seller will make all endeavors to carry out the installation on the date provided. However, the Seller shall not be liable for any delays in the completion of the work which arise from causes beyond the reasonable control of the Seller including but not limited to; fire, flood, inclement weather, civil disturbance, customs or shipping delays, criminal actions, supplier delays / faults, customization or modification of the lift and or any special order or customization done to the lift or location of which the lift is going in such as doors or railings that could cause planning delays.

7.Obtaining permits and / or permissions. You are responsible for obtaining and paying all necessary permits and permissions as and where required. You are advised to contact your local departments if in doubt. Where permission is required from a 3rd party you are required to obtain such permission.

8.These written terms and conditions represent the entire agreement between the parties in relation to the provision of services by the Seller.

9.a) The Seller has quoted its price to the Customer on the basis that full payment(s) will be made in conjunction with agreed scheduling of the official quotation. Accordingly, the Seller has the right to refuse installation or delivery of the goods if payment has not been received as in the agreed schedule. If the customer refuses and the goods are left installed, all warranties are null and void and the Seller has the right to disable or remove the goods. In the event of any alleged defect, the Customer should not be entitled to withhold more than a proportionate amount of the sum due to the Seller.

b) The Seller's personnel are authorized to accept checks in favor of The Stiltz Lifts of Florida.

c) All goods remain the property of the Seller until all outstanding balances are paid to the Seller.

d) In the event that payment is still outstanding after 5 days of completion, 2% of the outstanding amount will be added monthly or part thereof.□

10. In the event that the lift is not able to be commissioned due to further building work required by the customer, payment in full will nonetheless be required at the completion of the installation day.

11. If customer had any modifications done by their own contractor and they were not done to specifics needed to install on scheduled install date, then our contractor, will make necessary alterations on day of install and the customer will be responsible for paying for these adjustments in final invoice.

12. In the unlikely event of a fault occurring due to faulty materials or workmanship, the Customer should contact the Seller promptly and we will arrange for the defects to be rectified. This does not extend to:

a) Damage or faults due to an accident, misuse or neglect by the Customer.

b) Damage caused by work carried out by persons other than the Seller's personnel.

13. All installations are covered by a two-year parts and one-year labor warranty. Thereafter a call-out charge will be charged at the current price charged by the Seller. Any out of warranty installation works are also chargeable as are replacement parts out of warranty.

This warranty covers the cost of replacement parts and labor for any fault caused by manufacturer or installation. The home lift may be repaired or replaced at our discretion. The guarantee does not include abuse, misuse, error or accident on your part, or your failure to properly follow instructions in the Owner's Manual.

All manufacturing warranties relating to the product themselves will be passed on to the Customer on the installation date.

The buyer agrees that no other warranties or assurances have been made or promise with regard to this purchase order.

14. Deposit – because the Seller will start incurring costs when we begin to prepare the home lift for installation, the Buyer must pay a deposit when order is placed. Should the Buyer decide to cancel the order then the Seller will be entitled to keep some or all of the deposit to pay for any costs incurred. If no work has begun, Stiltz will return the deposit less a 10% sales fee, if the product has been ordered already by Stiltz and shipped, a refund is subject to a 30% restocking fee, and if Stiltz has already mobilized to the site a 50% demobilization fee shall be assessed. Cancellation can only be done within 14 days after purchase for any type of refund and must be in writing.

15. Home lift ownership – Seller reserves the right to remove the home lift and recover all of the product until all monies have been paid.

16. Balance – payment will be due upon completion. If lift is fully functional but we need to return for any reason you have the right to hold 10% of the final deposit until the job is 100% complete. For example if any parts need to be switched out due to manufacture defect or construction finishes if we are providing the construction. If final payment is not paid upon

completion the keys will not be left with the lift and it will not be left operational until all monies have been paid. If payment is past due for more than 5 days a fee of \$25 will be added per day until the payment is received in full.

17. This contract and its terms and conditions shall be construed under the laws of Florida.

18. Dispute Resolution - In the event a dispute arises regarding a term or condition of this contract, it shall be resolved in the Circuit Court of Orange County, Florida. The parties agree this provision shall be given recognition despite any other conflicts or choice of law's provisions that could be applicable hereto

19. Returned check Fees, if you write a bad check this is considered check fraud and you can be prosecuted for this. A fee of \$50 will be added for any returned checks. And a lien can be placed on your home with interest charges until payment is received.

Service

In the event you need emergency service our guarantee is to arrive within 24-48 hours. If you call and need service immediately and are stuck inside the lift then you should call 911 and your local fire department will assist you. All standard service calls are normally scheduled within 2-3 business days if not urgent.

Warranty

2-years manufacturers parts warranty and 1-year labor warranty batteries not included

Annual maintenance inspections are required once a year to assure your equipment will continue to work without error or issues. Anything mechanical must be maintained on a regular basis for optimal operation. If annual maintenance is not done once a year your warranty will be VOID if problems occur from not following maintenance guidelines. Annual maintenance inspections are at the expense of the owner.

- a. The goods delivered will be free of claims for copyright, trademark, proprietary right, or patent infringements or the like.
- b. The Seller will deliver to BUYER goods and/or services free of all liens, claims, and encumbrances whatsoever.
- c. The goods will conform to the PO terms and conditions and any drawings, specifications, and other descriptions furnished to or by BUYER, if any, and will be free from defects in design, materials, or workmanship, and will perform the service required of it in accordance with the specifications and/or performance data specified or within the specifications acceptable within the industry.
- d. The goods will be merchantable and suitable for their intended purpose.

BUYER shall provide prompt written notice upon its discovery of defective good(s) or services to the Seller. The Seller shall promptly proceed to correct the defect(s) or advise BUYER of a date satisfactory to BUYER when the corrections will be completed. If the Seller fails to respond to BUYER's notice of defect within 5 working days of such notice, BUYER shall have the discretionary right to have the goods corrected by other means, Seller shall reimburse BUYER for the cost of such correction, and/or BUYER can offset the cost of such corrected action against other debts owed to the Seller by BUYER under this or any other agreements between BUYER and Seller. BUYER shall notify the Seller, in writing, of the estimated cost of the proposed correction to be undertaken by BUYER. Such action and correction of the defect or defects by BUYER, or mutual agreement between BUYER and the Seller that BUYER will make corrections, shall not relieve the Seller of its responsibilities under this PO and to pay for the costs of correcting said defects.

VOIDING WARRANTY

Please note:

Removing any panels or in any way altering the lift may void the warranty. Also, by doing this, the cost of repair and subsequent works associated with returning the lift to its fully functional state will be at the owner's expense and will be invoiced at the applicable rate. If you do any construction around the lift after installation and you do not properly cover the equipment to protect it from debris and dust this may cause the parts warranty to be voided. The cost of cleaning out any debris and getting the lift back to a safe and functioning condition will be at the owner's expense.

Lien Rights – Buyer acknowledges, by their signature, that as a fixture to the premises, Seller obtains a right to a construction lien to secure any event of non-payment for services rendered and that Seller does not offer a refund and buyer acknowledges that seller offers no refund unless the product installed is defective and cannot be repaired under the warranty provision or is not fit for its particular purpose under the principal of acceptability under the same or similar circumstances in the industry.

By making a deposit or making any payments towards this contract that binds you to this contract and you accept its terms.

TAX EXEMPT

Wave sales tax with a prescription or letter from the Doctor recommending a home lift for mobility issues.

Estimate prices guaranteed for 30 days.



Signed on: 05/26/2021

Tom Glenmocki