

Product Specifications & Terms of Sale

1. POUNDAGE: All items will be fabricated from 1.5 pound foam unless otherwise noted. Gingerbread Trim Company of Sarasota, Inc. (hereafter GTS) recommends 1.5 pound foam for most projects.
2. COATING: Foam products can be coated with Polyurea for strength. However, as polyurea is not colorfast, GTS recommends additional coating to the Polyurea for a finished look.
3. TEXTURE: GTS offers a number of textured coatings including Sandfinished Sto, Freeform Sto, Knockdown Sto and Coralization. Sandfinished Sto is a coarse hard coating. Freeform Sto finish is a finer, less gritty finish. Knockdown Sto resembles a layered and smoothed stucco surface. Coralization is a process which can be combined with any of the Sto finishes and mimics precast concrete. Any item which is not specified to be coated or textured will be produced as raw white foam.
4. COLOR- The base color of all GTS products is white. Additional colors are available at an additional charge, but must be noted on the original order. GTS can add color to a finished part at additional cost.
5. ITEM LENGTH- Items will be produced and charged in eight foot lengths unless otherwise noted.
6. RECOMMENDED ADHESIVES- GTS recommends only PL Premium© and Enerfoam© as adhesives for use with our products.

Terms of Sale

1. CREDIT TERMS: All invoices are due within 15 days of invoice date. Any outstanding balance after this time frame will be charged interest at the rate of 1.5% per month and will be due immediately. Any received payments will be applied to the oldest invoice first if no invoice number is provided. Should the undersigned fail to complete payment after a period of three months, he/she agrees to pay all costs of collection including reasonable attorney's fees and appellate attorney's fees whether suit be brought or not.
2. OFFSET AGREEMENT: I agree and/or authorize any funds due to our company as vendor, supplier, labor or contractor to be paid to **Gingerbread Trim Company of Sarasota, Inc.** in case of bankruptcy, default or non-payment.
3. DELIVERY AND INDEMNIFICATION: Purchaser must provide detailed easy to understand directions for all deliveries. GTS's responsibility for delivery ceases at the curbside or street frontage of the address for delivery. Should the purchaser require GTS to enter upon private property to make delivery, the Purchaser shall be responsible to provide safe and adequate access and such delivery shall be at the risk of the Purchaser and, in consideration of GTS providing on-site delivery, the Purchaser agrees to indemnify GTS for all liability in respect of any damage to public on private property and every injury or wrong whatsoever which may result therefrom.
4. DELIVERY SITE CONDITIONS: GTS reserves the right to determine whether the site for delivery requested by the Purchaser is suitable for such delivery and GTS may refuse to deliver to a site if GTS deems it unsafe or unsuitable. The Purchaser shall be responsible for all costs and damages incurred where adequate access for delivery cannot be obtained.
5. UNATTENDED DELIVERY SITE: Where delivery of products is to be to an unattended site, GTS will not be liable for any loss or damage to products or property. Absence of Purchaser's agent at time and site of delivery relieves GTS of any liability for theft, vandalism or other loss to delivered goods.
6. DELAYS: GTS shall not be liable for any delay in delivery or non-delivery resulting from any cause beyond its control including, but not limited to: plant and equipment breakdowns, industrial stoppages or raw material shortages. If GTS is unable to complete delivery of any part of an order, the Purchaser shall accept such part of the order as GTS is able to deliver and the Purchaser shall pay for the part delivered pro rata at the same rates as the whole of the order agreed to be sold and on the same terms of payment.
7. QUANTITIES: The type, specifications and quantity of products delivered and detailed on the invoice must be checked by the buyer at the time of delivery for compliance with the Purchaser's order. Variations between actual quantities delivered and those shown on the invoice must be noted on all copies of the invoice and signed by the Purchaser. Billing will be based on those quantities of products shown to be supplied as per the signed invoice. Any claim for alleged short delivery of products must be made in writing within 24 hours, otherwise it will be accepted by the Purchaser and in the absence of any claim the Purchaser shall be liable to pay for the full quantity of products listed on the GTS invoice.
8. TECHNICAL ASSISTANCE: GTS accepts no responsibility for claims arising from technical advice or assistance provided to the Purchaser. Advice and assistance provided by GTS is for Purchaser's guidance only and Purchaser agrees to rely solely on its own technical expertise for any installation, painting, etc. unless purchaser has sought formal installation service from GTS.
9. MODIFICATION OF TERMS: Any changes to this signed agreement must be made in writing and signed by both the purchaser and a lawful agent of GTS.
10. SEVERABILITY: If any terms, provisions, covenants or conditions of this agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
11. APPLICABILITY: This agreement is made between Purchaser and GTS. All terms and conditions herein apply to all purchases from this date forward made by purchaser from GTS.
12. Your signature on this agreement guarantees that you have read, understand and are fully willing to abide by these terms and conditions.

Signed: _____ Date: _____

Print Name: _____ Title: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____