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## Terms and Conditions

All sales and services provided by Coastal Refrigeration Services, LLC d/b/a Coastal Restaurant Supply & Service ("Coastal") are governed by the following Terms and Conditions. These terms apply to all sales, service calls, estimates, invoices, and proposals unless superseded by a written agreement signed by Coastal.

### 1. Sales Are Final

All new equipment sales are final. Once payment has been made and the order has been placed, Coastal cannot guarantee that an order can be canceled. If a cancellation is permitted by the manufacturer, the customer will be responsible for any manufacturer cancellation fees, restocking fees, freight charges, or administrative fees, which may total up to 50% of the equipment cost. Custom, fabricated, or special-order items are not eligible for cancellation under any circumstances once payment has been made, regardless of production or shipping status. No returns, refunds, or exchanges will be accepted after delivery or pickup.

### 2. Workmanship Claims

Claims of unsatisfactory workmanship must be reported to Coastal within 48 hours of service completion. Claims submitted after this period will not be honored.

### 3. Warranty

Manufacturer warranties, if applicable, apply only as provided by the manufacturer. Coastal does not provide additional or implied warranties, including warranties of merchantability or fitness for a particular purpose.

### 4. Scope of Service

Only the labor, materials, and services explicitly listed in writing on a Coastal invoice, quotation, or service agreement are included. No additional services - express or implied - are provided. Any work requested beyond the stated scope will be billed separately at Coastal's prevailing rates.

### 5. Payment Terms

#### New Equipment Sales

Payment in full (100%) is required up front prior to ordering or delivering equipment. Coastal can provide customer referrals to third-party financing partners upon request, but all financing decisions and terms are between the customer and the financing provider.

#### Service Work

A valid credit card must be kept on file prior to scheduling service. Service invoices are due upon receipt, and Coastal is authorized to charge the card on file for all charges, including parts, labor, diagnosis, and related fees.

#### Past-Due Invoices

Invoices outstanding 30 days after the date of service are subject to interest at the lesser of: 1.5% per month (18% annually), or the maximum rate permitted by law.

### 6. Equipment Storage Policy

#### Storage Commencement

The storage period begins immediately upon receipt of equipment or products from a vendor at Coastal's warehouse. Any agreements for complimentary storage must be documented in writing prior to the receipt of goods.

#### Standard Storage

Equipment stored in Coastal's warehouse will be charged a rate of \$3.50 per sq. ft. per month on a first-come, first-served basis.

#### Extended Storage

The standard rate is valid for the first 90 days of storage. For equipment stored between 90 days and 1 year, the rate increases to \$9.00 per sq. ft. per month until the equipment is removed.

**Payment Before Release**

If a balance is owed on any equipment being stored, the remaining balance must be paid in full before the equipment is released for pickup or delivery.

**Capacity & Removal**

Storage is subject to availability. Coastal reserves the right to require immediate pickup or delivery if warehouse capacity is reached.

**Abandoned Property**

Equipment stored longer than 1 year is considered abandoned and is subject to sale to recover storage fees unless otherwise agreed in writing.

**Billing Automation**

A valid credit card must be kept on file for automatic billing on the 1st of every month for all storage fees. Partial months will be billed at a prorated rate.

**7. Default & Collection Costs**

In the event of non-payment or default, Coastal is entitled to recover all reasonable and necessary collection costs, including attorney's fees, court costs, and administrative expenses.

**8. Ownership of Goods**

Title to all goods, parts, and equipment remains with Coastal until full payment has been received and cleared.

**9. Limitation of Liability**

Coastal is not liable for any consequential, incidental, exemplary, special, or indirect damages, including but not limited to product loss, downtime, spoiled inventory, lost revenue, or business interruption, regardless of cause.

**10. Insurance & Subrogation Waiver**

The customer agrees to waive, and to ensure that their insurance carrier waives, all rights of subrogation against Coastal under any fire, casualty, liability, or other insurance policy covering the customer's property or equipment.

**11. Acceptance of Terms**

By accepting goods, equipment, or services from Coastal, the customer acknowledges and agrees to be bound by these Terms and Conditions in full.