







www.byoplayground.com

*Beyond Your Ordinary*

## TERMS AND CONDITIONS FOR PURCHASES:

**TITLE TRANSFER** - All sales are F.O.B. (Freight on Board) factory and title to the shipment passes to you once your shipment is loaded on the truck at factory. We are not liable thereafter for any loss of the shipment, or damage to, or caused by the shipment after it is loaded on the truck at factory. Any claims for loss after the shipment is loaded at factory will need to be filed by the customer directly with the freight company.

**LIABILITY** - B.Y.O. Playground shall not be liable for incidental, indirect, special, or consequential damages. In no event will B.Y.O. Playground be liable for damages beyond the invoiced price.

**WARRANTY** - B.Y.O. Playground does not express or imply any warranty. All items are warranted by the manufacturer. Each manufacturer offers different warranties for different products. Please contact us for details about specific products. B.Y.O. Playground expressly disclaims liability for any injury, loss, or damage arising from the use or inability to use an item sold by us. Our only obligation is to replace an item that is delivered defective and this obligation is limited.

**RETURNS** - Most of our products are made to order to customer's design and/or color specifications. No returns will be accepted for these custom items. Returns will be accepted for only a very limited selection of items which are considered stock items and only with prior authorization from B.Y.O. Playground within 30 days of delivery acceptance. Customer is responsible for original freight charges and return freight charges. All returns are subject to a 20% restocking fee. No returns will be accepted for products once they have been installed

**CANCELLATION** - All orders are subject to a 20% cancellation fee. This fee will apply if you cancel your order or change your color choice after your order is placed. No cancellations are allowed on orders that have shipped.

**SALES TAX** - Sales tax will be collected on all orders shipping within the state of Florida or Texas to customers without a valid sales tax exemption certificate. Sales tax will not be collected on orders outside of the state of the state of Florida or Texas.

**PAYMENT** - 100% of payment is due upon placing your order unless customer is a government entity or alternate payment terms are stated on proposal. For government entity customers, signed purchase orders are accepted with net 30 payment terms. Accepted payment forms are visa/mastercard/discover or company check.

**JURISDICTION** - All disputes shall be governed by the laws of Florida and shall be heard in St. Johns, Florida.

As an authorized representative, I accept the seller's terms and as such am subject to a service charge of 1.5% per month (18% per annum) on balances exceeding terms. Furthermore, I also agree to pay all collection costs, and legal fees incurred to collect delinquent balances.

\_\_\_\_\_  
Customer Signature / Date

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Company