

TOP LINE APPLIANCE CENTER TERMS AND CONDITIONS

1. All orders require a fifty percent (50%) non-refundable deposit. All balances are to be paid in full at the time of delivery; such final payments must be made via certified check, bank check or cash. If the final balance is to be made via credit card transaction, the customer must appear at the store 48 hours prior to the delivery date in order to have the credit card transaction properly processed.
2. Top Line Appliance Center is not responsible for ensuring that purchased appliance will be compatible with customers existing electrical, gas or other systems, nor is it responsible for ensuring that the purchased appliances will fit in the customer's home. Customers are advised to properly consult with any one or more of the following entities to ensure such compatibility: local/municipal building department; home/room designer; architect; cabinet maker; licensed plumber; licensed electrician; mechanical contractor. Customer is solely responsible for ensuring compatibility, and may not obtain refund of any monies paid nor return product due to non-compatibility.
3. Top Line Appliance Center is not responsible for alterations/changes in manufacturer's specifications nor change of manufacturer's model numbers which may occur in the time between ordering and delivery.
4. Specified "Special Orders" are non-cancelable and non-returnable.
5. All product returns must be made within three (3) days of delivery or pick up and must be accompanied by all shipping and packing materials. Any attempt at installing or altering/tampering with the merchandise shall void the attempted return. All returned products shall be subject to manager's approval and the customer shall incur a restocking fee. The restocking fee shall be a minimum of twenty percent (20%) of the purchase price. An additional fee may be imposed for delivery of new product.
6. Installation parts are not supplies with appliances, except those which are supplied by the manufacturer.
7. All manufacturer's warranties will commence on the date of delivery.
8. Any and all damages/defects must be noted at the time of delivery and set forth, in writing, on the delivery slip. Following delivery/installation and approval by customer, any and all service issues will be handled directly with the manufacturer pursuant to applicable warranties.
9. Extended warranties may be purchased from Top Line Appliance Center for up to 90 days from date of delivery. The costs of the specific warranties vary by item.
10. Top Line Appliance Center's delivery and installation policies are specified on a separate document.

DELIVERY POLICIES/PROCEDURES

1. Free standard delivery is included for all deliveries on purchases within ten (10) miles of Top Line Appliance Center or for purchases which, in the aggregate, total excess of \$2,500. Standard delivery means uncrating and placement (not installation nor hook-up) of product to first floor location. For purposes of this section, each stair landing is considered a floor.
For each additional landing/floor the following additional charges will apply:
 - Built-in refrigerators - \$50 per floor
 - Professional ranges (36" and larger) - \$50 per floor
 - Standard appliances - \$10 per floor per piece, excluding trim kits, microwaves, and accessories.
2. Top Line Appliance Center will remove and dispose of all disconnected appliances located on the first floor. A \$5.00 disposal/environmental fee per piece will be charged for such removal/disposal.
3. After delivery date is established between customer and sales representative, Top Line Appliance Center will call the customer the evening before scheduled delivery date with a three (3) hour 'window' of estimated delivery time. Such 'window' is only a best estimate of delivery time and cannot be guaranteed. Top Line Appliance Center will, however, do its best to fulfill the appointment time, conditions permitting.
4. Customer must provide a clear and direct route to the delivery location. Top Line Appliance Center will not be responsible for movement of any furniture or other items in the path of delivery, nor are its representative permitted/authorized to move such items.
5. In the event that the path of delivery is comprised in whole or in part by wood flooring, Top Line Appliance Center will provide cardboard to be placed on the flooring in order to attempt to protect same. Top Line Appliance Center does not provide, but advises the customer, to protect such wood flooring through placement of a hard protected surface such as masonite. Top Line Appliance Center will not be responsible for, and customer hereby releases Top Line Appliance Center, from any and all damages to wood flooring in the path of delivery where the Top Line Appliance Center employees have placed cardboard over the wood flooring as noted above.

INSTALLATION POLICIES/PROCEDURES

1. Installation of purchased appliances is not included unless otherwise noted on the sales invoice.
2. If installation is to be provided (as set forth on the invoice) Top Line Appliance Center shall provide factory-trained installers to complete installation. The installation, however, is limited to connection to pre-existing and legal conditions, such as direct replacement of prior appliances or for new kitchens where the municipality has already inspected and approved the connections placed by a licensed electrician or licensed plumber.
For example, Top Line Appliance Center's installation of gas appliances is limited to the installation/connection of a proper flex-line to an existing gas line with properly-placed and operational shut-off valve. Top Line Appliance Center shall not be responsible for placement of the gas line, nor of running a line to the existing gas source within the home.
3. All required plumbing, electrical, and/or mechanical connections must be in place prior to the installation. Customer is responsible for ensuring, along with his/her licensed professionals, where required, that such connections are in place prior to the scheduled installation date. Failure to comply, if same results in the need for a re-scheduling of such installation, may result in an additional fee.
4. Top Line Appliance Center shall not change or alter any existing condition insofar as same pertains to the plumbing, electrical, or mechanical connection except as expressly noted above. If any change or alteration to the existing condition is required in order to complete the installation to manufacturer's specifications, customer is responsible for contacting his/her licensed professional to ensure that such change or alteration is completed properly and in accordance with applicable codes. If such changes or alterations are required, which result in the need for a re-scheduling of such installation, same may result in an additional fee.
5. Top Line Appliance Center is not responsible for ensuring that the plumbing, electrical, or mechanical connections comply with local/state permits or regulations. The customer is solely responsible for ensuring such compliance prior to installation.
6. Top Line Appliance Center shall not be responsible for applying any wood panels to any appliance.
7. Delivery of the appliance must take place prior to installation. Delivery and installation will generally not happen on the same day. The customer is advised to consult with his/her sales representative to best coordinate delivery and installation.