|  |  |
| --- | --- |
|   | This is only a suggested template for a retail sales contract. Please consult an attorney before printing and utilizing any sales contracts and binding legal documents. In addition, make sure that your terms and conditions do not violate any statutes or local lending laws.Street AddressCity, ST ZipPhFaxemail |

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Designer’s Name | Marketing Source |
| Name | Home Phone |
| Address Condo # | Work/Cell Phone |
| City/State/Zip | Email |
| **BATHTUB (custom tub must include measurement form)** | **SHOWER DOOR (custom doors must include measurement form)** |
| Color: Skirt Style: | Size of Opening: Top Mid Btm |
| Size: [ ] 60x30x15 [ ] 60x32x15 [ ] 60x19x32 Drain: [ ] L [ ] R | Frame Finish: [ ] Chrome [ ] BN [ ] ORB |
| Drain and Overflow: [ ] Chrome [ ] BN [ ] ORB | Glass Type: [ ] Clear [ ] Rain [ ] Obscure |
| For custom bases, attach Spray Foam Tub or Shower measurement form | Style: [ ] Bypass [ ] S-Cut Bypass [ ] Pivot [ ] Cayman Single  [ ] Cayman Double |
| **SHOWER (custom base must include measurement form)** | **WALK-IN TUB** |
| Color: Length: Width: | Color: [ ] W [ ] B [ ] Digital Thermometer Hand Shower |
| Drain: [ ] L [ ] R [ ] C Color: [ ] Chrome [ ] BN [ ] ORB | Drain: [ ] L [ ] R  |
| Seat: [ ] YES [ ] NO Type: [ ] Hex Corner [ ] Bench Color: | Note estimated physical or electrical modifications below |
| **WALL SURROUND** |  **ACCESSORIES**  |
| Color  | [ ] Single Tier Shelf [ ] Recessed Soap Dish |
| Type: [ ] Smooth [ ] 4x4 [ ] 8x8 [ ] 10x10 [ ] 12x12  [ ] Subway [ ] Piazza  | [ ] 2-Shelf CC [ ] Extra Wide Soap Dish [ ] 4-Shelf CC [ ] Tower Caddy w Shave Stand |
| Ceiling Panel: [ ] Color: [ ] Wainscot Qty: Color: | [ ] Flush Mount Soap Dish [ ] Recessed Soap Dish |
| **PLUMBING FIXTURES** | [ ] Extra Wide Recessed Soap Dish |
| Valve: [ ] YES [ ] NO Condo: [ ] YES [ ] NO | [ ] Window Kit |
| Finish: [ ] Chrome [ ] BN [ ] ORB | [ ] Decorative Trim Type [ ] Pueblo [ ] Mesa Verde Color: |
| [ ] Slide Bar [ ] Handheld [ ] Diverter for Handheld | [ ] Grab Bar [ ] CH [ ] ORB [ ] BN Size |
| [ ] Rain Shower Head [ ] BN [ ] Chrome [ ] ORB | [ ] Curved Rod [ ] CH [ ] ORB [ ] BN Size |
| [ ] Blu Tunes Shower Head -- *Available in White / Chrome Only* | [ ] Straight Rod [ ] CH [ ] ORB [ ] BN Size |
| **ADDITIONAL ITEMS / WORK / CUSTOMER INSTRUCTIONS** |
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|  |
|  |
|  |
|  |
|  |
| NO ADDITIONAL WORK TO BE PERFORMED OTHER THAN THE WORK STATED ABOVE |

If paying by credit card or finance company, Customer authorizes the company to charge the customer’s account immediately for the deposit (as described above) and upon installation for the remaining balance (as described above), plus any additional amounts, as described herein, or for additional products or services as agreed. Customer credit card information is as follows: (Financing Account TBD upon approval).

**Account #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Exp Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Security Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature for Credit Card\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TERMS AND CONDITIONS**

**DATE OF TRANSACTION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

CANCELLATION: YOU MAY CANCEL THIS TRANSACTION WITHOUT PENALTY OR OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY <BUSINESS NAME> OF YOUR CANCELLATION NOTICE, AND SECURITIES INTEREST ARISING OUT OF THE TRANSACTIONS WILL BE CANCELLED. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SCAN AND EMAIL SIGNED COPY TO <EMAIL ADDRESS> NOT LATER THAN MIDNIGHT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

|  |
| --- |
| **Sale Price $** |
| **Deposit $** |
| **Balance Due****Upon Completion $** |
| **Finance Plan #** |

I HEREBY CANCEL THIS TRANSACTION (PURCHASER’S SIGNATURE)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval of Contract\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Purchasers Signature

Design Consultant’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS PURCHASE AGREEMENT IS SUBJECT TO APPROVAL BY <COMPANY NAME> AND VALID UPON
ITS ACCEPTANCE

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE BACKSIDE OF THIS PAGE**

 ***WHITE COPY (COMPANY NAME) YELLOW COPY (CUSTOMER COPY)***

*CONGRATULATIONS ON YOUR PURCHASE OF YOUR NEW ACRYLIC BATH SYSTEM.*

*THEY WILL PROVIDE MANY YEARS OF TROUBLE-FREE SERVICE UNDER NORMAL CARE.*

**GENERAL CLEANING INSTRUCTIONS:** FOR NORMAL EVERYDAY CLEANING, USE CLEANER WITH A SOFT WASHCLOTH AND ALWAYS RINSE THOROUGHLY WITH WARM WATER AFTER CLEANING.

**RECOMMENDED CLEANERS:** Dawn dish soap and water, white vinegar, diluted household use Clorox bleach. ***USE ONLY*** PRODUCTS WHOSE LABELS STATE THAT THEY ARE SAFE FOR ACRYLIC. ALWAYS TEST PRODUCT ON A SMALL AREA OF SKIRT BEFORE APPLYING TO COMPLETE BATH AREA.

**DO NOT USE:** SCRUBBING BUBBLES, ANY ABRASIVE CLEANERS, AJAX, COMET, TILEX, SOFT SCRUB, MR. CLEAN, NAIL POLISH REMOVER, SCOURING PADS, AMMONIA, TOUGH ACT AND POWDER OR CRYSTAL DRAIN CLEANERS. THE USE OF THESE CHEMICALS WILL CAUSE A DULL FINISH.

**Limited Lifetime Manufacturer’s Product Warranty**

**BCI ACRYLIC, INC.**

**LIMITED LIFETIME MANUFACTURER’S PRODUCT AND WORKMANSHIP WARRANTY**

**BCI ACRYLIC, INC., an Illinois Corporation**, (“BCI”) manufacturer of the acrylic wall surrounds, shower floors/bases, replacement bathtubs, tub liners, shower liners and acrylic accessories (collectively referred to as “Product”) warrants its Product will be free of material defects for as long as the residential Customer (”Customer”) owns the home where the BCI Product was installed. For commercial/non-residential Customers, the term of the warranty is five (5) years. THIS WARRANTY EXCLUDES ANY WARRANTY FOR CLAIMS RELATING TO ***INSTALLATION/LABOR*** OF BCI PRODUCTS. THIS WARRANTY IS FOR PRODUCT DEFECTS ONLY. BCI DOES NOT WARRANT ANY NON-BCI MANUFACTURED PRODUCTS SUCH AS FAUCETS, SHOWER HEADS, DOORS, GRAB RAILS, AND/OR STOPPERS.

BCI warrants that the surface of the Product will not materially fade, yellow, crack, bubble, or peel under normal use and when cared for under the guidelines set forth by BCI. This warranty expressly prohibits the use of unapproved cleaners, and expressly excludes damage resulting from the use of same.  In addition, this warranty is void if damage is caused by contact with any of the following: dyes, paints, inks, certain cosmetics, or cleaning agents, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes or other sources of extreme heat, or abuse of any kind whether intentional or unintentional. Additional exclusions include escutcheon plates, valve handles, hand-held shower head hoses and other materials not manufactured by BCI (in which case the normal manufacturer’s warranty of each product applies).

In the event of a failure of the Product under these terms, BCI reserves the right to partially repair, completely replace, or provide a full or partial refund, whichever BCI deems appropriate in its sole discretion.

Customers may make a warranty claim in writing with the BCI Dealer with which Customer originally contracted with. Upon learning of any warranty claim, BCI will take steps to assess the claim, determine a course of action and effectuate repair or other remedy under the terms of this warranty for covered Products. Any warranty work is subject to then current lead times and then current product availability. Should the BCI Dealer from which the customer originally contracted for service is no longer in business, or should the customer not be able to satisfactorily resolve a warranty issue with the BCI Dealer, the Customer should make a warranty claim in writing with BCI. The invalidity of any provision of this warranty shall not invalidate the remaining provisions of this warranty.

**ANY CLAIM FILED BY THE CUSTOMER TO ENFORCE THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL BE FILED IN THE STATE OR FEDERAL COURTS LOCATED IN LAKE COUNTY, ILLINOIS TO THE EXCLUSION OF ALL OTHER JURISDICTIONS.**

**THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS IN FACT THE ONLY WARRANTY OFFERED BY BCI. UNDER NO CIRCUMSTANCES WILL BCI BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO PERSONAL PROPERTY, LEGAL SERVICES, AND LOSS OF TIME OR TRAVEL) UNDER THIS WARRANTY. THIS WARRANTY EXPRESSLY EXCLUDES LOSS OF VALUE, LOSS OF USE, STIGMA AND DIMINUTION IN VALUE RELATED TO ANY COVERED FAILURE CLAIMED UNDER THIS WARRANTY. IN NO WAY SHALL THE TOTAL LIABILITY OF BCI EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR SERVICES PROVIDED AND/OR THE GOODS PURCHASED. THE RESIDENTIAL BUYER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES AND THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE AND/OR THE IMPLIED WARRANTY OF HABITABILITY. THIS WARRANTY GIVES YOU CERTAIN LEGAL RIGHTS. SOME STATES DO NOT ALLOW LIMITATIONS OF THE IMPLIED WARRANTIES OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. SUBJECT TO APPLICABLE LAWS THIS WARRANTY APPLIES TO ALL SUCH LIMITATIONS TO THE FULLEST EXTENT ALLOWED BY LAW. THE WARRANTY OBLIGATIONS OF BCI ARE VOID AND OF NO AFFECT IF THE CUSTOMER HAS FAILED TO PAY FOR ANY GOODS OR SERVICES. THIS WARRANTY ONLY EXTENDS TO THE PRODUCTS AS DEFINED HEREIN AND EXCLUDES ALL OTHER PRODUCTS, SERVICES OR LABOR THAT MAY HAVE BEEN PROVIDED TO YOU.**