TERMS AND CONDITIONS OF SALE

DEPOSITS

Homeowners: Paid in Full — Contractors: Minimum 75% Deposit

PAYMENTS/ORDERS

- Cash, MasterCard, Visa, Discover, American Express, Pre-Approved or Certified Check, ACH Payment
- Payments by Credit Card are subject to a 3% payment processing fee
- Checks returned for any reason will be assessed as a $50 handling charge
- Seller retains title to all merchandise until it is paid for, in full.
- Seller shall have the right to resell any merchandise in the event of a default in payment or non-payment.
- Purchaser accepts primary liability for the payment of all merchandise shipped and/or billed hereon and waives the right to use as a defense against payment the obligation of a third party to pay purchaser for said materials.
- Seller must collect all applicable taxes required by law.
- Seller shall not be responsible to purchaser for merchandise ordered that has been discontinued by Seller's regular sources of supply.
- No price quotation on custom or special-order merchandise shall be recognized until the order is approved by management. Seller shall notify Purchaser of any change in such pricing, and thereafter should Seller change pricing, Purchaser shall have the right to cancel the order within 72 hours of receiving such revised pricing.
- Selling prices shown on quotes are valid if entire order is placed within 10 days of the initial order date on the quote.
- Seller not responsible for vendor changes in lead times.

DELIVERY

- We communicate delivery schedules via text message through our drivers or delivery agents. Customers may opt out at any time by replying 'Stop.' See our Privacy Policy below.
- Deliveries are sidewalk only.
- Delivery dates and times are furnished merely as a general guide; but, under no circumstances are delivery dates or times guaranteed.
- Seller shall not be responsible for the failure to perform for any reason other than gross negligence.
- Redelivery of merchandise due to customer cause will be assessed a redelivery charge equal to the original delivery charge.
- Should a customer opt for an unattended delivery, customer takes full responsibility for all merchandise unattended. WindowRama reserves the right to not complete the delivery should the driver determine that the drop site does not meet WindowRama's criteria for security, damage protection, etc. If this situation occurs, there will be a redelivery charge.
- Any merchandise shipped to a showroom must be picked up within 30 days of notification.
- Complete ready-to-ship orders will be delivered after 30 days unless the customer has arranged for WindowRama to store the merchandise, as evidenced by a signed Bill-And-Hold Agreement and payment of any balance due. Complete ready-to-ship orders left over 30 days are subject to a warehousing fee of $25 per day or 1% of the total order per day, whichever is greater.

WARRANTIES

- WindowRama makes no expressed or implied warranty on any merchandise sold. Materials sold by WindowRama come only with the warranty of their manufacturer. Copies of the various manufacturer's warranties are available upon request.
- Manufacturers' warranties will only be effective where the merchandise has been paid for prior to the defect arising. Purchaser agrees to hold WindowRama harmless from all actions, proceedings, and litigation arising out of charges brought against any manufacturer whose product is sold by WindowRama.

ACCEPTANCE

- Upon receipt of merchandise at delivery location, customer acknowledges by signature acceptable condition and count of merchandise and should note any discrepancies on invoice at time of taking possession. After acceptance of merchandise, WindowRama shall not be held responsible for damages, broken glass or shortage, unless so noted at time of delivery.

RETURNS OR FAILURE TO TAKE FINAL DELIVERY

- Stock Merchandise — Full credit if merchandise is in complete original packaging, undamaged, not installed, returned within 30 days and accompanied by proof of purchase.
- Damaged, painted, stained, altered or installed merchandise — **NO RETURNS OR REFUNDS**
- Special Orders, Special Assemblies, Custom Merchandise: **NO RETURNS OR REFUNDS**; Further, such merchandise is specially manufactured to Buyer's specifications. It is understood and agreed that, in the event of Buyer's failure or refusal to accept such merchandise, no ready market for resale is available to the Seller. In the event of Buyer's failure of refusal to take delivery of such merchandise within 30 days after notification of availability, time being of the essence, Buyer shall be deemed in default of this agreement. In such event Seller's measure of damages shall be the full contract price of the merchandise together with incidental damages including, but not limited to, charges incurred by Seller in stopping delivery and in storing the merchandise after Buyer's default, less any deposits or payments made by Buyer on account of the contract price.
- Cash refunds will be issued at the store up to $20.00. Credit card refunds will be issued by the store. Cash refunds in excess of $20.00 are subject to main office approval and will be issued by check within 45 days of return of goods. All returns are subject to inspection prior to refund or exchange and must be accompanied by receipt.
- Credits must be used (or refunds requested) within 18 months from the date a credit is issued, or they shall be deemed null and void.

ATTORNEY FEES

- In the event of a default by Buyer in the payment of the purchase price or of any other term and condition of this agreement on Buyer's part to be performed. Seller shall be entitled to reasonable attorney's fees and/or collection fees incurred in the collection of any sums due hereunder or in the enforcement of this agreement, whether suit is filed or not.
- All transactions shall be governed by the laws of the State of New York.

PRIVACY POLICY

- WindowRama would like to keep our customers and partners informed about upcoming sales, new product updates, and factory order deliveries through our drivers or delivery agents. By submitting your information, you authorize WindowRama and/or their delivery agent to reach out via phone, email, or text for explicit information about project needs. We will never share your personal information with 3rd parties for marketing purposes or spam you. You can opt out at any time. Message/data rates apply. Consent is not a condition of purchase.

INQUIRIES

- All inquiries should be made to the store. If further assistance is required, please contact 631-667-2555, Monday through Friday, 8 AM to 5 PM and ask for customer service.

November 2026