
TERMS AND CONDITIONS OF SALE

This Agreement ("Agreement") is made between **DOCA Philly** ("Company", "We", "Our", "Us") and the undersigned customer ("Customer", "You") for the provision of custom marble, granite, and quartz countertops, custom kitchen cabinets, tiles, flooring materials, and smart home integration systems ("Products and Services"). By signing this Agreement, the Customer agrees to be bound by the terms and conditions set forth below.

1. Scope of Services

DOCA Philly provides full-service fabrication and installation of custom marble, granite, and quartz countertops, as well as custom kitchen cabinets, tiles, flooring materials, and smart home integration systems. All Products and Services are tailored specifically to the Customer's design specifications.

2. Custom Orders

All Products provided by DOCA Philly are custom-made to the specifications of the Customer. Due to the nature of custom manufacturing, the Company cannot accept returns or exchanges once an order is placed. All sales are final.

3. Pricing and Payment Terms

- The total price of the Products and Services will be outlined in the Estimate or Invoice provided to the Customer before work commences.
- A 100% deposit of the total price is required upon signing this Agreement. No work will begin until the deposit is received.
- Payment is due in full once the contract is signed, and no refunds or returns will be processed for custom-made Products.

4. Delivery and Installation

- DOCA Philly will schedule a delivery and installation date as mutually agreed upon. Delivery times are estimates and are subject to changes beyond the Company's control (e.g., delays in production, weather conditions, etc.).
- The Customer agrees to provide access to the installation site and ensure that the site is ready for installation by the scheduled date.

5. No Refunds or Returns

- Due to the custom nature of all Products, once the contract is signed and the order is processed, the Customer cannot cancel, return, or request a refund for the Products.
- The Customer acknowledges and agrees that any changes or alterations to the initial order after confirmation may incur additional charges.

6. Warranties and Disclaimers

- DOCA Philly provides a warranty on the Products and Services for manufacturing defects only. This warranty does not cover damages caused by misuse, accidents, improper installation, or natural wear and tear.
- DOCA Philly is not responsible for any damages or issues arising from installation defects if the Customer makes modifications to the Product or installation without prior written consent from the Company.

7. Smart Home Integration and Appliances

- If the order includes smart home integration systems or appliances, DOCA Philly will install and configure the systems as specified. However, the Company does not provide warranties or support for third-party appliances, systems, or equipment not supplied directly by DOCA Philly.
- Any issues with appliances or smart home systems should be directed to the manufacturer for warranty claims and support.

8. Customer Responsibilities

- The Customer is responsible for providing accurate measurements, designs, and specifications for all custom Products. The Company is not liable for any errors or defects arising from incorrect measurements or specifications provided by the Customer.
- The Customer agrees to ensure that the site for installation is accessible and in suitable condition for work to be performed. Any additional costs due to delays, access issues, or site unpreparedness may be passed on to the Customer.

9. Limitation of Liability

- DOCA Philly's liability for any damages arising out of or relating to the sale, fabrication, or installation of Products is limited to the total amount paid by the Customer for the specific Product or Service that caused the damage.

- Under no circumstances will DOCA Philly be liable for any indirect, consequential, special, or punitive damages.

10. Force Majeure

- DOCA Philly will not be liable for any delay or failure to perform any obligations under this Agreement caused by events beyond its reasonable control, including but not limited to labor strikes, material shortages, natural disasters, or other unforeseen circumstances.

11. Dispute Resolution

- Any disputes arising out of this Agreement will first be attempted to be resolved through mediation. If mediation fails, the dispute will be resolved through arbitration in accordance with the rules of the American Arbitration Association (AAA).
- Both parties agree that the exclusive venue for any legal action or proceeding will be in Pennsylvania.

12. Amendments and Modifications

- Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

13. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

Customer's Acknowledgement

By signing below, the Customer acknowledges and agrees to the terms and conditions outlined above.

Customer Name: _____

Signature: _____

Date: _____

DOCA Philly Representative: _____

Signature: _____

Date: _____