



Terms and Conditions of Sale

1. **Acceptance of Terms and Conditions**
By placing an order with X-Siding, Inc, you agree to these Terms and Conditions of Sale. If you do not agree with these terms, please speak with your X-Siding representative to make any adjustments in writing.
2. **Orders and Payments**
All orders must be placed in writing and submitted to X-Siding, Inc. Payment terms are as follows: a deposit of 50% is due upon acceptance of the order, with the remaining 50% due upon completion of the project. Other acceptable terms are 30% down upon signing, 30% when materials are delivered and/or we start work and then the balance upon completion. We accept checks, ACH and credit cards as forms of payment.
3. **Changes and Cancellations**
Changes to an order must be made in writing and are subject to approval by X-Siding, Inc. If an order is cancelled after it has been accepted, the deposit is non-refundable, and any costs incurred will be charged to the customer.
4. **Material Orders**
All materials ordered for a customer's project are the ownership of X-Siding, Inc. If a customer would like extra materials for possible repairs, we will sell them at cost.
5. **Delivery and Completion Dates**
Delivery and completion dates are estimates only and are subject to change. X-Siding, Inc is not responsible for delays caused by weather, accidents, or other circumstances beyond our control.
6. **Warranty**
X-Siding, Inc warrants that all materials and workmanship used in the project will be of good quality and free from defects. If any defects are found within ten years of completion, X-Siding, Inc will repair or replace the defective materials or workmanship at no charge to the customer.
7. **Liability**
X-Siding, Inc is not liable for any damage or injuries caused by the customer's use of the product or any misuse of the product. Our liability is limited to the cost of the product.
8. **Indemnification**
The customer agrees to indemnify and hold harmless X-Siding, Inc, its officers, employees, and agents from any claims, damages, or expenses arising from the customer's use of the product or any misuse of the product.
9. **Governing Law**
These Terms and Conditions of Sale are governed by the laws of the state where X-Siding, Inc is located, without regard to its conflicts of law provisions.
10. **Entire Agreement**
These Terms and Conditions of Sale constitute the entire agreement between the customer and X-Siding, Inc and supersede all prior agreements, negotiations, and understandings.
11. **Modifications**
X-Siding, Inc reserves the right to modify these Terms and Conditions of Sale at any time without notice. Any modifications will be effective immediately upon posting on our website or providing notice to the customer.

By placing an order with X-Siding, Inc, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions of Sale.

Customer Initials: _____

Sales Representative Initials: _____