

Paint Spray Booths

8320 E. HWY 67, ALVARADO, TX 76009 TOLL FREE # 877-558-9337 / FAX # 817-558-9740 www.idealautoequip.com

RESPONSIBILITY OF THE BUYER / CUSTOMER

We would first like to thank you for considering purchasing an iDEAL Paint Spray Booth, as we know it is a big investment to consider. For total customer satisfaction, we want to provide clarity on what the customer will ultimately be responsible for, with the goal to eliminate any unforeseen surprises, such as possible additional costs related to permitting, off-loading, paint booth & AMU installations, electrical & air flow balancing for paint booth and/or AMU.

Our goal is to simply provide the best value & experience in the industry when purchasing iDEAL Paint Spray Booth products. <u>Please read below on details for Customer Responsibilities</u>.

The buyer / customer is required to read & sign the conditional information document 'RESPONSIBILITY OF THE BUYER / CUSTOMER' and return it to iDEAL prior to shipment of the Paint Booth / AMU order. Failure to sign & return may result in delayed order processing and shipment.

IMPORTANT INFORMATION

CUSTOMER SIGNATURE:

- Permits are not included with purchase of Booth. It will be the responsibility of the end user to acquire all permits to install Paint Spray Booth and AMU, if applies.
- Fire Suppression System is not included with booth but is typically required. Generally, this is supplied and installed by a local licensed installer.
- A Forklift with 60" fork length is recommended for off-loading equipment to reduce possible damages to booth panels & components.
- Paint Booth Installation is not included but should be performed by a professional Paint Booth Installer. In most cases, a professional paint booth installer is also required to 'balance' the air flow for paint booth, especially if paint booth is purchased with AMU option.
- All electrical installation for Paint Booth and AMU should be performed by a licensed electrician familiar with national, local electrical codes and regulations in your area. Failure to do so, could possibly result in costly damages and/or personal injury.
- The customer is responsible for 3rd Party Inspections, if deemed required by local Fire Marshalls. It is important to verify with your local permitting authorities to determine if 3rd Party Certification is required in your area.

ı nave	read and	a unaerstood	the cor	iditional	information	above	and in	rollowing	pages:

COMPLIANCE TO APPLICABLE CODES

This Spray Booth is designed to be in accordance with the National Fire Protection Association standard NFPA 33 % Application Using Flammable Combustible Materials. The NFPA Standard Safety Code for the Design, Construction and Ventilation of Spray Finishing Operations.+This spray booth meets or exceeds the requirements of the Occupational Safety and Health Administration (OSHA).

RECEIVING, UNPACKING AND REPORTING MISSING ITEMS

Tuxedo Distributors (iDEAL) will do everything possible to ensure you receive your equipment on time, free from damage and with all required parts. Per company policy, two independent checks are performed to verify each item against the packing list. However, since we are shipping by common carrier, the following procedures must be followed:

When receiving and unloading equipment check for damage. Note on Bill of Lading or Delivery Receipt %REIGHT DAMAGE.+Notify the Tuxedo Distributors customer service department immediately (on day of delivery) of any damage.

Unpack all items and verify against packing list within ten (10) days of receipt. Notify Tuxedo Distributors customer service department of missing items and discrepancies immediately (within 10 days at the latest).

If there are any missing items from your shipment, they will be shipped as follows:

- Items that can be shipped UPS usually take from one to three days to receive, depending on distance.
- Items too large for UPS will ship via common freight. This shipping method typically takes from one to five days to reach the destination.

Tuxedo Distributors will not pay for overnight freight on missing items. If overnight freight is necessary, the buyer shall be accountable for overnight freight costs.

If Tuxedo Distributors determines that the reported shortage was checked off in our records, replacement parts will be shipped AND invoiced accordingly.

During the warranty period, Tuxedo Distributors will have the option to repair or replace, free of charge, any parts that Tuxedo Distributors has verified to be defective in materials or workmanship. If inspection of the equipment does not disclose any defect in workmanship of material, repaired or replacement parts will be offered at a reasonable price, which will include the costs of labor, materials, and transportation.

PLANNING AHEAD (SITE LOCATION)

Clearances between other work areas and combustible storage areas must be held as follows:

- 3 ft. minimum clearance at all sides and sealed entry ways (i.e., doorways).
- 3 ft. minimum clearance at all non-sealed entry ways (i.e. the open face of spray booth or a silhouette openings).
- 10 ft. minimum clearance must be held between the exhaust stack of the booth and the intake of another apparatus. NFPA 33 dictates a minimum discharge clearance of 3 ft. from the nearest combustible material; however, stack height requirements vary with individual states and can be up to 1½ times the buildings roof height from grade.
- 10 ft. minimum clearance must be held between the intake of booth and the exhaust of any other apparatus.

WARRANTY

Tuxedo / iDEAL Spray Booths have a full one year Warranty on all parts and materials. This warranty does not extend to include labor costs for the replacement of parts or materials covered under warranty. If a part is believed defective, please notify our Customer Service Department. A replacement item shall be shipped, and regular freight shall be paid by Tuxedo Distributors, LLC. If Tuxedo Distributors requires the defective part to be returned, appropriate return freight costs shall be paid by Tuxedo Distributors. IMPORTANT: Before returning the defective part(s), you must first get an RGA (Return of Goods Authorization) from our Customer Service Department. A copy of the RGA document MUST be included with the returned item(s). The Seller warrants to Buyer that the equipment mentioned herein shall be free from defects of materials or workmanship under normal use and maintenance for a period of one (1) year from date of shipment. The liability of Seller under this warranty shall be limited to the repair or replacement, at Sellers option, of any part or component which may prove to be defective under normal use, service, and maintenance after Seller, in its sole discretion, determines same to be defective. Said warranty is conditioned upon Buyer giving Seller immediate written notice of an alleged defect and refraining from the attempted repair of alleged defects without prior written consent of Seller. The Seller makes no warranty what so ever with respect to accessories or components not supplied by Seller. For any components purchased by Seller for use on or in conjunction with the equipment, which is the subject of this contract, the Seller extends to the Buyer only the same warranty granted to Seller by the component vendor or manufacturer.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES (EXPRESSED OR IMPLIED) INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED ON NEGLIGENCE OR STRICT LIABILITY. EVERY FORM OF LIABILITY FOR DIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS IS EXPRESSLY EXCLUDED AND DENIED. IN NO CASE SHALL TUXEDO / IDEAL SPRAY BOOTHS LIABILITY ON THIS WARRANTY EXCEED THE AMOUNT OF THE PURCHASE PRICE.

The performance and safety of the equipment mentioned herein is contingent upon proper installation, the use of suitable process materials and operation and maintenance by properly trained personnel. During the warranty period, Tuxedo Distributors will have the option to repair or replace, free of charge, any parts that Tuxedo Distributors has verified to be defective in materials or workmanship. If inspection of the equipment does not disclose any defect in workmanship of material, repaired or replacement parts will be offered at a reasonable price, which will include the costs of labor, materials, and transportation.

Returning Items for Credit

Tuxedo Distributors will take back any standard stocked items returned and issue a credit, less a 15% handling and restocking fee. Customer is responsible for all Freight Charges and the item MUST be returned in its original condition. If the item is damaged in transit you will not receive credit. Tuxedo Distributors will mark the Bill of Lading \(\Omega\) amaged+and send you pictures of the damaged item. For custom or non-stock special order items you must contact our Customer Service Department to determine if the item may be returned. Any restocking charges shall be determined on a case by case basis. If an item needs to be returned, Tuxedo Distributors will issue you an RGA (Return Goods Authorization) form. Please ensure that a copy is sent back with returned item(s). Without an RGA the product may be lost or returned to stock with no credit issued. Please note that in some cases the freight may be more than the item is worth when credit is received.

Back Charges for Material and Labor

Tuxedo Distributors shall not be held responsible for any back-charges incurred for materials or labor without prior written consent. Should a problem arise, please notify Tuxedo Distributors immediately. Once the issue is investigated, should costs be incurred, an amount shall be agreed upon by both parties before-hand. Do NOT attempt modifications or repairs without prior consent as this may void further warranty repairs or credit. Tuxedo Distributors will not accept back-charges associated with any type of late delivery.

Please Address Warranty Inquiries To:

Tuxedo Distributors, LLC / iDEAL Paint Spray Booths

8320 E. Hwy 67 Alvarado, TX 76009

Attention: Customer Service

Toll Free: 877-558-9337 / Fax: 817-558-9740