

1. The term "MHSF" includes, but is not limited to, the owners, the staff, our subcontractors, successors and assigns.
2. The term "Buyer" includes, but is not limited to, the person or entity requesting and paying for services and materials provided by MHSF.
3. The term "appliance" as used herein refers to the stove, fireplace, heater, grill or pellet device selected by the Buyer and provided and/or installed by MHSF.
4. The Buyer is responsible for selecting the appliance they wish to have and its appropriateness for its application and use, both for heating and/or aesthetics. If the Buyer wishes to use an appliance supplied by MHSF for heating purposes, it is the Buyer's responsibility to provide calculations completed by a qualified individual for MHSF's use in recommending an appliance. MHSF shall have no liability for the actual performance of an appliance that fits the parameters of the submitted calculations other than for negligent installation. In the event the appliance does not perform to Buyer's satisfaction, Buyer agrees it shall look solely to the manufacturer of the appliance or the person providing the heating calculations and shall hold MHSF harmless except in the event that MHSF was negligent in the installation.
5. Project estimates ("Estimates") are developed for projects to provide the Buyer with an evaluation of probable project cost and are not a fixed price bid unless so stated in writing. Estimates are based on the following information, including but not limited to:
 - a. Unit type, size/capacity, and finish preferences provided to MHSF by the Buyer;
 - b. Vent, gas and/or power routing preference provided to MHSF by the Buyer;
 - c. Information MHSF gains from visual inspection of the Buyer's project premises;
 - d. Manufacturer's specifications, requirements and recommendations; and
 - e. MHSF's experience and knowledge of the industry, building codes and safe construction practices.
6. The final cost of any project reflects the actual materials installed and may differ from an estimate for the following reasons, including but not limited to:
 - a. Existing conditions that MHSF could not reasonably discover during a pre-estimate site visit if one was conducted;
 - b. Physical constraints at the proposed unit or venting locations that prevent proper placement of any of the materials required for the project and require additional MHSF labor or materials not contemplated in the Estimate to complete the installation;
 - c. Actual framing of the proposed unit or venting locations different than what was shown on construction plans and therefore what the Estimate was based on;
 - d. Requirements of the building inspector that could not reasonably be foreseen at the time of the Estimate;
 - e. Requirements of the utility company (electric, natural gas or propane) not included in the Estimate; and
 - f. Project preparation by others which delays MHSF work and results in extra labor or travel not included in the Estimate.
7. Payment Terms:
 - a. MHSF will place orders for materials needed for Buyer's project after receiving a deposit of 70% of the total estimated cost of the project.
 - b. Installation of fireplaces and stoves generally occur after the structure is weatherproof and before drywall is installed. MHSF stores the log sets, controls, and finish materials (fronts, doors and surrounds) until fire up.
 - c. Upon approval of Buyer or Buyer's representative (on-site construction personnel) that the project site is ready, MHSF installs the unit and venting, using vent, gas line and power and other construction materials required to complete the installation per code and manufacturer's requirements and recommendations.
 - d. MHSF develops as-built (progress or final) invoice from the Estimate. This document reflects the actual venting, gas line, controls, and other materials actually installed on the Buyer's project and may differ from the original Estimate.
 - e. On new construction projects where final clean and fire-up of the unit(s) is delayed until just before occupancy, 10% of the final total project cost is deducted as retention until such time as the unit is fired. Final invoice is submitted after unit(s) is fired up and Buyer instructed on proper operation.
 - f. Payment terms are Due Upon Receipt and an annual finance charge of 18%, is applied to balances over 30 days past due.
 - g. MHSF retains our lien rights unless specifically waived in writing.
8. Once a unit is installed in a project, the care and control of that unit transfers to the Buyer or the Buyer's representative and MHSF is not responsible for any damage to units after installation caused by other trades.

9. Warranty
 - a. MHSF warrants our labor for one (1) year from the date *installation* is complete against any defects caused by faulty materials, equipment or workmanship.
 - b. MHSF does not warranty units or their components, but shall pass to Buyer any available warranty given by manufacturers or third party vendors. All work provided by MHSF on manufacturer's warranty is invoiced at our standard labor and travel rates. MHSF and Buyer agree to cooperate fully with each other and manufacturers and vendors in the event of a warranty claim on any components.
10. BUYER ACKNOWLEDGES AND AGREES THAT THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF ANY KIND SUCH AS THE WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFITS, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM ANY BREACH HEREOF.
11. These terms and conditions constitute the entire agreement between MHSF and Buyer and MHSF makes no representations of any kind, and Buyer has not relied upon any representations or statements made by MHSF, on any of MHSF's salespeople, employees, agents, attorneys, or any other persons representing MHSF in connection with this Agreement other than as expressly set forth herein. This Agreement shall be binding upon and shall inure to the benefit of the agents, employees, officers, directors, trustees, beneficiaries, successors and assigns of each of the parties and all other affiliated entities.
12. Cancellation of orders: Should Buyer elect to cancel their order for any reason, the request must be made in writing to MHSF. When an order is canceled, Buyer shall be charged for MHSF restocking and any restocking fees charged to MHSF by our distributors. These charges will be deducted from Buyer's deposit and any remaining money refunded within 30 days of written cancellation request.
13. The parties each agree that in regard to any dispute that is litigated or arbitrated hereunder, the prevailing party shall be entitled to recover from the other party all costs, attorney fees, expert witness fees, travel fees and other costs of litigation incurred by the prevailing party. The parties further agree that the Buyer shall, in addition be liable to MSHF for all costs and attorney fees incurred by MHSF in any pre-litigation or pre-arbitration attempts to collect outstanding amounts due under the terms of the contract, whether or not any such collection efforts ultimately end up in arbitration or litigation.
14. By placing a deposit or paying an invoice, Buyer is specifically acknowledging that s/he has fully read and completely understands all of these terms and conditions, that the terms and conditions constitute a legal document that imposes upon the Buyer the legal obligations specified herein and that the Buyer agrees to be bound by them.