



More saving. More doing.™

Appliance Purchase Terms & Conditions

The Home Depot Special Services/ Home Improvement Agreement

Definitions: "You"/"Your" means the customer purchasing the product and/or services. "Installation" means the installation services specified in this Agreement. "Installation Professional" or "Professional" means an independent contractor authorized by The Home Depot (licensed and insured as required by The Home Depot and applicable law) and the contractor's employees, agents and subcontractors. "Agreement" means this Special Services/Home Improvement Agreement between You and Home Depot U.S.A., Inc. (interchangeably referred to as "The Home Depot," "Home Depot," or "EXPO Design Center"), which includes this page, the General Terms and Conditions following this page, the State Supplement, the Invoice and Specifications and any other documents expressly made a part of this Agreement. Please see this Agreement's General Terms and Conditions for additional details.

Please note: Neither The Home Depot nor Installer are responsible for start/finish delays resulting from events beyond their control including but not limited to: Change Orders, acts of nature, governmental actions, manufacturing/delivery delays or damage to merchandise caused by third parties, labor strikes/unrest, Your credit/financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden/unforeseen physical/hazardous conditions (including but not limited to, environmental hazards such as mold, asbestos, and lead paint) at Your service address, or Your noncompliance with this Agreement. The Home Depot reserves the right to terminate this Agreement and/or require Installer to discontinue Installation given any of the foregoing conditions.

Acceptance and Authorization: By clicking below, You authorize The Home Depot to (a) arrange for Installation Professional to perform Installation and/or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand this Agreement constitutes the entire understanding between You and The Home Depot and may only be amended by a Change Order signed by The Home Depot (or by Installation Professional or its authorized representative on The Home Depot's behalf) and You. This Agreement expressly supersedes all prior written or verbal agreements or representations made by The Home Depot, Installation Professional, You or anyone else. Except as set forth in this Agreement, You agree there are no oral or written representations or inducements, express or implied, in any way conditioning this Agreement, and You expressly disclaim their existence. (Installation Professional's/permitting information may need to be provided to You later.) By clicking, You acknowledge that You have read, understand and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect Your legal rights.

Scope: This Agreement is between You and The Home Depot. Under this Agreement, The Home Depot does not perform Installation, but arranges for Professional to do so directly or through Professional's specialty subcontractors. The Home Depot does not provide, or arrange for, architectural/engineering services or structural changes to dwellings. You will not pay anything to Professional, although Professional may present this Agreement to You for Your review and signature and/or collect Your payment(s) to The Home Depot on The Home Depot's behalf. Installation will, subject to any Change Order, be completed in substantial conformance with the attached Invoice or Specifications. The State Supplement, if any, contains important additional terms, conditions, and information specific to Your state.

Special Order and Custom Made Merchandise: A description of any special order or custom made merchandise You have purchased appears in the Invoice or Specifications. The anticipated delivery date appears on the preceding page. This Agreement's provisions relating to Installation or Professional shall NOT apply to Your purchase of special order or custom made merchandise unless The Home Depot will be arranging for its installation.

Professional's Responsibilities: Professional will complete Installation in a workmanlike manner. Professional will not start, perform, alter, or finish Installation except in accordance with applicable law. Professional will either not start, or will immediately discontinue, Installation upon discovery of

unforeseen hazardous conditions at Your service address. Neither The Home Depot nor Professional will attempt to remediate such conditions. Neither The Home Depot nor Professional are responsible for identifying property lines, easements, covenants, or other legal encumbrances Your service address is subject to. Neither The Home Depot nor Professional will modify security systems to accommodate Installation. Professional will obtain required permits and provide permit numbers if required.

Your Responsibilities: You agree to pay The Home Depot according to the terms and conditions of this Agreement. If Your service address is subject to any easements, covenants, or other legal encumbrances that could affect Installation, You agree to let The Home Depot or Professional know about them before Installation. You agree to facilitate the location of utility lines. You are responsible for identifying property lines. You agree to ensure that work areas are free of preexisting physical or environmental hazards, and building/zoning code violations. You agree to provide Professional access to work areas during working hours and provide access to sanitary facilities or pay the facilities' rental costs. You agree to ensure any security system You have will not interfere with Installation. You agree to provide power to, and, as applicable, climate control in, work areas. You agree not to allow unattended minors at Your service address while Professional is present. You agree to control and keep pets away from work areas. You agree to keep posted permits on display at all times. You agree that if You or anyone You control interferes with or delays Installation, You may be subject to transportation/storage charges or other resulting charges. You agree not to assign or transfer this Agreement. You agree any claims against The Home Depot or Professional under this Agreement should be made to The Home Depot within thirty (30) calendar days of the date You first become aware of a problem. (The Home Depot will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice.) YOU ASSUME THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

Changes and Change Orders: The Home Depot, at Your request, may arrange for Professional to perform additional work, subject to a Change Order and additional charges payable by You to The Home Depot. Any changes to Installation, i.e., a substitution of materials or an expansion of the scope of the work, will require You and Professional (on The Home Depot's behalf) to sign a Change Order that will become part of this Agreement. Change Orders must be clear in scope and specify any additional payment(s) and/or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical or environmental hazards such as the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any conditions differing from what You represented, The Home Depot may immediately ask for a Change Order, discontinue Installation, or terminate this Agreement without further obligation to You.

Credit Card/Financed Transactions: Your separate cardholder agreement (to which The Home Depot is NOT a party) will determine the total cost of Your purchase if by credit card, including any initial payment/deposit You may make and all interest charges and fees. You will be further subject to Your cardholder agreement's terms and conditions. If You are financing this transaction in whole or in part, Your separate loan agreement (to which The Home Depot is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Liens; Security Interests: If You make all payments as required under this Agreement, no security interest will be placed against Your property by The Home Depot. If a security interest is placed against Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of Installation and before making any further payments, You should request from Professional a signed, unconditional release from, or waiver of, any right to place any claim against Your property applicable to the work then completed. You may ask an attorney about Your rights to discharge security interests.

LIMITED WARRANTY: THE HOME DEPOT WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE (1) YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, THE HOME DEPOT WILL ARRANGE FOR REPAIR AT NO CHARGE TO YOU ANY DEFECTS DUE TO FAULTY WORKMANSHIP. THE HOME DEPOT'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CARE/CLEANING. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S

WARRANTY, IF ANY. (THE HOME DEPOT WILL ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS.) THIS WARRANTY PROVIDES YOU WITH SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO THE HOME DEPOT BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. Your payment(s) will be returned within ten (10) business days after The Home Depot's receipt of Your notice. You must make available for pickup by The Home Depot or Professional at Your service address, in substantially the same condition as when delivered, any merchandise or materials delivered to You. Or You may contact The Home Depot for instructions regarding return shipment at The Home Depot's expense.

Mediation (EXPO Design Centers Only): If the total amount of the sale equals or exceeds \$7,500.00, You agree before taking legal action to participate, if requested, in non-binding mediation (typically taking about half a business day) using a professional mediation service acceptable to You and EXPO. EXPO will pay for the mediation service.

Termination: You may terminate this Agreement at any time after providing The Home Depot with ten (10) or more business days' advance written notice. If You breach this Agreement or decline a reasonable Change Order request, The Home Depot may immediately terminate the Agreement without further obligation to You. In either event, You agree to pay The Home Depot the costs of merchandise, materials, labor, and other services provided by The Home Depot and/or Professional through the date/time of termination, plus any other amounts allowed under applicable law.

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special order merchandise that is not custom made. A 15% fee applies to the cancellation of regular special orders once production (order fulfillment by the supplier) has begun. Special orders that are custom made, i.e., uniquely altered, color-matched, shaped, sized, or otherwise uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable and cannot be cancelled once production has begun. Exceptions: merchandise incorrectly ordered by The Home Depot or by Professional or damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Your store's posted time frame.