

Sales Terms & Conditions

Sales & Return Policy

1. All orders must be paid in full prior to delivery or pick up from our warehouse.
2. Special order items including (*but not limited to*) hoods and hood liners, duct covers, custom sizes, specialty colors, trim kits, ventilation parts, and non-stock models are not returnable and cannot be cancelled once ordered.
3. Any item that is requested to be returned is subject to restocking shipping fees.
4. Any order that is cancelled for products that have not been received by Howard Payne, is subject to processing and handling fees.
5. Any item ordered and received into Howard Payne's warehouse cannot be cancelled or returned.
6. Any item where packaging has been opened and any product that has been installed or used cannot be returned.
7. Products delivered that appear to be non-functional must be inspected and/or serviced by factory authorized service before any return can be requested.
8. Products that require service by the manufacturer cannot be approved for return by Howard Payne Company. Any product under warranty must be serviced by the manufacturer before any return request can be initiated. Any return dispute due to product service must be handled by the consumer and manufacturer directly.

Concealed Damage Policy

1. Any item where concealed damage or cosmetic damage is discovered must be reported to your sales associate within 5 days of receipt of the item.
2. Cosmetic damage (i.e., scratches, dings, cracked glass, broken shelves) is covered by a 30 day manufacturer warranty. These cosmetic issues will be repaired or replaced by manufacturer service.

Payment Terms

1. We accept cash, check, ACH, debit cards, and any major credit card.
2. Credit card transactions will incur a 2% processing fee.
3. Sales orders in the amount of \$5,000 or less are required to be paid in full at the time of order placement.
4. Sales orders above \$5,000 will require a 50% deposit to place the order, with the balance due in 30 days.
5. Any special order is required to be paid in full at the time of order placement.

Delivery & Installation Terms

1. Standard delivery is considered "garage delivery"; uncrating and in-home placement are not included.
2. Additional charges apply for an in-home delivery service, and must be requested in advance.
3. Standard installation assumes cabinet spaces, electrical connections, plumbing connections, duct work for ventilation products, and countertop cutouts are prepared per manufacturer specifications.
4. Additional charges apply for return trips.
5. Howard Payne Company does not modify or alter any utilities, cabinets, or countertops.
6. Howard Payne Company does not install cabinet panels and/or hardware.

Warranty Disclaimer

Seller makes no warranty of any kind for the products sold by Seller to Buyer. The only warranties applying to the products sold by Seller and described herein are those offered by the manufacturer. Seller hereby expressly disclaims all warranties, either

express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it, any liability in connection with the sale of the products described in invoices and the related sales documents. Purchasers shall not be entitled to recover from Seller any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or incomes, or any other incidental damages.

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