

## **SALES CONTRACT**

**Quote Number:** Q240225001 **Quote Date:** Feb 25, 2024

Terms: 90% Deposit / 10% Upon

Completion

**Attention:** Jesus Gonzalez Pereda

SSD Mobility, LLC

DBA 101 Mobility

19599 NE 10th Ave., Ste G

Miami, FL 33179

Phone: (754) 202-4493 Fax: (754) 263-0238 Jesus Gonzalez Pereda 1941 NW 97th Avenue Doral, FL 33172

\$109,744.50

**DESCRIPTION** QTY **PRICE TOTAL** Ascension - Clarity 16D-13200 - Enclosed, Same Side Wheelchair Lift 1 \$96,350.00 \$96,350.00 12ft tall Clear Enclosure, Same Side Configuration Top Landing: Gate Bottom Landing: Full size Door Battery Backup Top and Bottom Door operators included Warranty: 10 years drive train / 4 years parts / 1 year labor Vertical Platform Lift Installation 1 \$3,500.00 \$3,500.00 Installed by Our Knowledgeable & Courteous Mobility Specialists 1 Year Labor Warranty included Shipping / Freight 1 \$2,500.00 \$2,500.00 **Permit Fee** 1 \$650.00 \$650.00 PERMIT FEES ARE ESTIMATED. FINAL AMOUNT WILL BE ADDED TO THE FINAL INVOICE. **SALES TAX** 1 \$6.744.50

**Binding Contract** 

By signing this Sales quote and making any payments towards the quote amount you are entering into a legally binding contract to purchase goods (hereinafter "Sales Contract"), under the terms and conditions herein stated.

**QUOTE TOTAL** 

Right to Cancel

Please note that under the law, you have a three (3) day "right to cancel" this Sales Contract for a full refund. You

don't have to give us a reason for canceling your purchase. To cancel this Sales Contract, sign and date one copy of the cancellation form provided by us to you at the time of sale. If no cancellation form was provided to you by us, you can write s a cancellation letter. Mail the cancellation form or cancellation letter to the following address 19599 NE 10th Ave, Suite G, Miami, FL, 33179, making sure the envelope is post-marked before midnight of the third business day after the contract date. Saturday is considered a business day; Sundays and federal holidays are not. Because proof of the mailing date and receipt are important, consider sending the cancellation form by certified mail so you can get a return receipt. Keep a copy of the cancellation form or letter sent for your records. Please take note that if you cancel your purchase within the three (3) day right to cancel:

## A. We shall have 10 days to:

Cancel and return any check you signed; Refund all your money and tell you whether any product you still have will be picked up; and return any trade-in.

B. We shall also have up to 20 days, to either pick up the items left with you, or reimburse you for mailing expenses, if you agree to send back the items.

C. Important: If you received any goods from us, you must make them available to us in as good condition as when you got them. If you don't make the items available to us - or if you agree to return the items but don't - you remain obligated under the contract.

Please take note that if you do not cancel your purchase within the three (3) day right to cancel established by law, we may still allow you to cancel your purchase, but only under the following conditions.

A. Restocking Fee: When cancellation occurs prior to start of installation, you will be subject to a restocking fee of Fifteen (15%) of the total Quote amount, before tax.

B. Custom Applications: No cancellation will be allowed after the three (3) day right to cancel established by law. a. A 50% non-refundable deposit will be required when final measurements are taken after the three (3) day right to cancel established by law has expired. No final measurements will be taken during the three (3) day right to cancel period mandated by law.

b. The remaining 50% is to be paid prior to our placing the order with the manufacturer. No Custom Application orders will be placed with the manufacturer during the three (3) day right to cancel period mandated by law. No Cancellation will be allowed due to construction or changes in the structure where the equipment will be installed after the measurements are taken, if the equipment can be adapted, the expenses required to make the installation work with the changes made will be the responsibility of the customer.

C. No Cancellation When Installation Begins: No cancellation will be allowed when installation beings after the three (3) day right to cancel established by law has elapsed. No work installation shall begin during the three (3) day right to cancel period mandate by law. The 50% balance shall be due and payable upon completion of the delivery and installation.

Notwithstanding the above, please take note that under the law, you do not have a three (3) day right to cancel the following:

Sales Contracts for goods or services not primarily intended for personal, family, or household purposes; Sales Contracts made entirely online, or by mail or telephone; Sales Contracts which are the result of prior negotiations at the seller's permanent place of business where the goods are sold regularly; Sales Contracts needed to meet an emergency; Sales Contracts made as part of your request for us to do repairs or maintenance on your personal property (purchases made beyond the maintenance or repair request are covered).

#### Choice of Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

### Venue

The parties hereto irrevocably and unconditionally consent to the jurisdiction of the United States District Court of the Southern District of Florida, otherwise, the parties hereto submit to the jurisdiction of any court of competent jurisdiction in the Courts of Miami-Dade County, Florida.

#### Fees and Costs

The prevailing party shall have the right to collect from the other party its reasonable costs and disbursements, including but not limited to costs of collections, legal expenses, and attorney's fees incurred in enforcing this Sales Contract.

### Other Terms and Conditions:

The terms and conditions of the sale are as follows:

Before the three days right to cancel this Sales Contract has expired:

# Sales Contract: Q240225001

**Quote Total: \$109,744.50** Buyer shall make a fifty percent 50% deposit of the value of the purchase (Quote Amount) at the time of signing (accepting) the quote.

After the three days "right to cancel" has expired:

The buyer shall pay the balance due upon complet	ion of delivery and installation.	
Signature:		—