



# Invoice

Date: 2/20/2023  
Invoice #: INV-407880  
From: Sales Order #SO-332208  
Customer: 1900 High st Unit E113 Des Moines  
Acct. No.: CUS-197108-41  
Invoice Status: Open  
Terms: Net 30

Warners' Stellian Co., Inc.  
550 Atwater Circle  
St. Paul MN 55103  
United States

**Total: \$1,230.49**

**Due Date: 3/22/2023**

**Amount Due: \$1,230.49**

*Note: Invoice amount may not reflect total of order*

## Bill To

Artisan Management Group  
PO Box 71274  
Clive IA 50325-0274  
United States  
P: 515-689-1911

Store Info	Sales Associate	Ship To
40 West Des Moines Builder (515) 883-3333	Sales Rep: Bill Bistrican  Builder Rep: Bryon L Moore 515-639-6004	1900 High st Unit E113 Des Moines 1900 High St unit E113 Des Moines IA 50309-3330 US P: 515-779-1380

QTY.	ITEM	Type	SHIP TO	SCH DEL	FILL LOC	UNIT PRICE	AMOUNT
1	Frigidaire FRSS2623AS 25.5 cu. ft. Side- by-Side Refrigerator Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network. 4A24602444	DEL	1900 High St Unit E113, 50309	02/20/23 DDC	00-HQ : WS3 - Stock	\$1,149.99	\$1,149.99

**Subtotal** \$1,149.99

**Tax** \$80.50

**Total** **\$1,230.49**

## General Comments:

515-779-1380

They will install. Just put the frig where they ask you to put it.

**Description Item List:**

Customer received product specifications - customer to confirm all openings. In order to maintain free delivery we require 48 hour cancellation notice. In cases of cancellation of delivery or installation within 48 hours a \$99.99 fee may be applied. One delivery included - additional stops are subject to charge. Recycling services available if purchased. Tech inspection required prior to service-related returns and exchanges.

**Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_

*I have read and understand the terms and conditions of this invoice.*

# PURCHASE ORDER

## STANDARD TERMS AND CONDITIONS

Customer ("you," "your") agrees to purchase the appliances identified in this Purchase Order on the date shown from Warners' Stellan Co., Inc. ("Warners' Stellan," "we," "us," "our"). Warners' Stellan agrees to sell, deliver and service the appliances under the following terms and conditions. You acknowledge and agree to these terms with your signature on the reverse side of this Purchase Order.

### DEFINITIONS

The term "appliances" means all products, services, and merchandise purchased from Warners' Stellan.

### ENTIRE AGREEMENT; CONFLICTING TERMS

This Purchase Order, together with any other documents which are attached hereto, is the sole and complete contract between you and us with respect to the appliances identified herein and the delivery, installation and servicing of them. This Purchase Order supersedes all prior oral and written understandings. Conflicting, different, or additional terms are expressly rejected and shall not become a part of this Purchase Order unless accepted in writing by us, including those in any subsequent quote, form, acknowledgment, invoice or other document. No course of dealing or usage of trade or actual course of performance shall be relevant to explain or supplement any terms used herein. Any shipment or delivery of goods or performance of services ordered under this Purchase Order shall constitute acceptance of the terms and conditions herein.

### CUSTOMER APPLIANCE PICK-UP

Customer appliance pick-up is at our warehouse at **550 Atwater Circle, St. Paul, MN 55103**. Call **651-222-0011** twenty-four (24) hours prior to pick-up. All outstanding payments must be made prior to receiving your appliances. This Purchase Order, the sales receipt, your picture ID, and your signature acknowledging that the appliances were picked up by you are required before the appliances will be loaded into your vehicle. Warners' Stellan will assist you in loading the appliances into your vehicle. You will provide all ropes, straps, blankets and blocking and bracing materials needed to safely and securely pack the appliances for transit in your vehicle. We will not secure the merchandise in your vehicle. You will hold us harmless for any and all damage to the appliances during loading into your vehicle, after loading, and while in transit.

### CONCEALED DAMAGE & FUNCTIONAL OPERATION

Upon your request, at the time of pick-up from our location or delivery to your location, Warners' Stellan will un-package, inspect and replace items if concealed damage is found. Warners' Stellan cannot accept responsibility for damage found after a packaged item leaves our facility or is accepted when delivered unless this inspection is done. Warners' Stellan cannot accept responsibility for circumstances that arise directly or consequentially as a result of improper installation by anyone other than Warners' Stellan authorized personnel. If appliances you purchase from Warners' Stellan require a major repair within 30 days from the date of invoice, you are entitled to a like product exchange/in-store credit as determined to be eligible by Warners' Stellan. Major repair is defined as: has no power or, unrepairable damage not apparent at the initial inspection. In all cases, Warners' Stellan must be allowed the opportunity at our sole discretion to have a qualified technician inspect, diagnose the unit as installed and to perform needed repairs, if repair is possible.

### SCHEDULING DELIVERY OF APPLIANCES

Call **651-222-0011** to schedule appliance delivery. Deliveries are scheduled according to availability. We need fourteen (14) days prior notice to assure delivery on your preferred date. Someone over the age of 18 must be home to accept delivery of your new appliances, unless the delivery is to an unoccupied home or commercial building where other delivery arrangements have been agreed upon between you and us.

### CONSENT TO RECEIVE MESSAGES

Customer consents to receive messages by text, prerecorded and artificial voice, and autodialed messages that notify you of the anticipated delivery time of your order. You agree to provide your valid mobile phone number for these services. Consent may be revoked at any time by calling us at **651-222-0011**. Customer agrees to indemnify, defend, and hold Warners' Stellan harmless from any and all claims, losses, liability, cost, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable, federal, state or local law, regulation, or ordinance.

### MISSED DELIVERY OF APPLIANCES

If you are not home to accept delivery on the scheduled date, our driver will leave a note that a delivery was attempted. Call us at **651-222-0011** to reschedule. A minimum of \$149.99 charge, plus an additional charge for deliveries outside of our Free Local Area, for second deliveries is required of you.

### INSTALLATION OF APPLIANCES

Warners' Stellan will install appliances when specified on Purchase Order. Customer locations must have an unobstructed path into and throughout the premises. You agree that we may photograph existing conditions at your premises to document the delivery, installation, and servicing of your appliances. Some appliances require additional parts not supplied by the manufacturer to complete installation. These materials will be supplied by us for an additional charge. A minimum of \$149.99 charge, plus an additional charge for deliveries outside of our Free Local Area, is required of you should we need to return to install your appliance due to a lack of proper existing facilities.

### DAMAGE DURING DELIVERY

Customer shall not hold Warners' Stellan liable for damage that is not recorded at the time of delivery. When our specialists complete your delivery, you will be asked to acknowledge the delivery with your signature. If there is a problem with your delivery, explain the problem in writing prior to signing. Your signature, without having written about a problem in delivery, means that you have accepted the appliance as delivered in good order, and that we have not damaged your property in any way during delivery.

### SERVICES AVAILABLE FOR ADDITIONAL CHARGE

When arranged for at the time of purchase, the following services are available for the stated additional charge: Dryer side vent - \$59.99; L.P. gas conversion dryer - \$99.99; L.P. gas conversion range - \$99.99.

### SPECIAL ORDERS

Special order appliances including parts are not returnable. Special orders require a fifty percent (50%) non-refundable deposit.

### RETURNS AND EXCHANGES

A minimum pick-up charge of \$149.99, plus an additional charge for deliveries outside of our Free Local Area, and a 25% restocking fee will be assessed on all appliance returns and exchanges.

### HOLD HARMLESS AND WAIVER OF SUBROGATION

Customer agrees to hold Warners' Stellan, and those who install appliances on their behalf, harmless with subrogation waived for any and all damage resulting from the installation of the appliance and for any and all damage resulting from the connection of water, electrical, gas, and other power supply sources to the appliance. Customer agrees that this hold harmless and waiver applies to any and all subrogation claims asserted by customer's insurance company.

### LIMITED LIABILITY

Warners' Stellan will correct any defect in its work without charge within ninety (90) days of delivery and installation. We will not be liable to you for any direct loss, indirect or consequential loss, or other damage that you incur because of that defect or because of any other failure in our service or because of any defect in any appliance of failure of the appliance to perform. We will, at your expense, use reasonable efforts to assist you with obtaining the benefits from any manufacturer's warranty on the appliance.

### SEVERABILITY

The partial or complete invalidity of any provision in this Purchase Order shall not affect the validity or continuing force and effect of any other provisions.

### GOVERNING LAW

This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Minnesota without giving effect to conflicts of laws principles. All disputes arising in connection with it shall be exclusively resolved in St. Paul, Minnesota

### FORCE MAJEURE

Warners' Stellan is not responsible for cancellation or delay in delivery or performance resulting from causes beyond its reasonable control including, but not limited to: strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, material or parts; war; acts of terrorism; riot; epidemics; floods; fires; unusually severe weather conditions; and, accidents or other contingencies for which the non-occurrence is a basic assumption on which this purchase order was made.