

RAY & CO

Terms and Conditions

Ray & Co Corp

Effective Date: June 4, 2026**Last Updated:** June 4, 2026**Version:** 1.0

These Terms and Conditions ("Terms") govern (a) all quotes, invoices, work orders, and service engagements between Ray & Co Corp ("Ray & Co", "we", "us", or "our") and the party engaging our services ("Client", "you"), and (b) use of the website raycocorp.com ("Website"). By accepting a quote, issuing a purchase order, scheduling work, paying an invoice, or using the Website, the Client agrees to these Terms.

Where a separately signed Master Services Agreement, vendor agreement, or onboarding document exists between Ray & Co Corp and the Client, that document controls in the event of conflict with these Terms. In the absence of a signed MSA, these Terms apply by default.

1. Scope of services

Ray & Co Corp provides delivery, installation, project coordination, photo documentation, and related operations services for residential and commercial appliances. Specific scope, pricing, schedule, and deliverables are defined in the quote, work order, or statement of work issued for each engagement.

The scope does NOT include unless expressly stated in writing:

- Plumbing rough-in, electrical rough-in, gas line installation behind walls, structural carpentry, or finished cabinetry work
- Procurement or sale of the appliance unit itself. Ray & Co Corp is an installation and operations company and does not sell or resell appliances.
- Long-distance freight from the manufacturer or distribution point. Local delivery from the Client's designated staging area is included as quoted
- Disposal of demolition debris not generated by the installation
- Permits, plan reviews, or inspections required by the authority having jurisdiction, unless Ray & Co Corp is engaged separately to handle them

Anything outside the quoted scope is treated as a change order under Section 4.

2. Quotes and acceptance

2.1 Quote validity

Quotes are valid for 30 days from the date issued unless stated otherwise on the quote. Quotes assume site-ready conditions as described in the quote. Material changes in site conditions, scope, brand of equipment, or schedule may result in a revised quote.

2.2 Acceptance

A quote is accepted when the Client (a) signs and returns the quote, (b) issues a purchase order referencing the quote, (c) pays a deposit or full invoice associated with the quote, or (d) authorizes Ray & Co Corp to schedule the work in writing including email.

2.3 Pre-site evaluation fee

Where Ray & Co Corp is asked to attend a site walkthrough, measurement visit, or pre-construction review before a quote is issued, a Pre-Site Evaluation Fee applies as stated on the price list in effect at the time of the request. The fee is:

- **Refundable:** deducted from the final invoice if Ray & Co Corp is engaged for the related installation within 90 days of the visit
- **Non-refundable:** retained in full if the Client does not engage Ray & Co Corp for the related work within 90 days, or if the project is canceled by the Client

Travel time, mileage, and accommodation for site evaluations outside Miami-Dade, Broward, and Palm Beach counties may carry an additional trip charge billed separately.

3. Pricing, invoicing, and payment

3.1 Pricing structure

Ray & Co Corp publishes two pricing tiers:

- **Retail / per-job:** applies to single-unit and small-batch installations sourced through retail or single-property channels
- **Project:** applies to multifamily, multi-unit, developer, and contracted volume work

Pricing applicable to a given engagement is the tier stated on the quote or established by the relationship at the time of acceptance. List prices may be revised annually with notice to active accounts.

3.2 Standard payment terms

Standard payment terms are **Net 30 days** from the invoice date for all B2B accounts. Net 30 is the default for new and re-issued accounts and for any new vendor onboarding.

3.3 Legacy accounts

Accounts that operated historically under Net 60 or Net 80 may continue under existing terms only where documented in a separately executed vendor agreement. Absent such documentation, all invoices issued on or after the effective date of these Terms default to Net 30. Ray & Co Corp reserves the right to align active legacy accounts to Net 30 with reasonable notice.

3.4 Deposits and progress payments

For project work, Ray & Co Corp may require a deposit of 20 to 30 percent at acceptance and progress payments tied to milestones. Specific deposit and milestone terms are stated on the quote or project SOW.

3.5 Methods of payment

ACH bank transfer is preferred. Credit card payments may carry a processing surcharge as permitted by Florida law. Checks are accepted. Wire instructions are provided on request.

3.6 Late payment

Invoices past due more than 30 days from the invoice date accrue a late charge of 1.5 percent per month, or the maximum rate permitted by Florida law, whichever is lower. Ray & Co Corp may suspend further work on any open project where the Client has invoices past due more than 60 days, after providing the Client at least 5 business days written notice and an opportunity to cure.

3.7 Disputes on invoices

Any dispute on an invoice line item must be raised in writing within 15 days of the invoice date. Items not disputed within that window are deemed accepted.

4. Change orders

If the Client requests changes in scope, brand, schedule, or site conditions after acceptance, Ray & Co Corp will issue a written change order documenting the impact on price and schedule. Work proceeds on the changed scope after the Client confirms the change order in writing including email.

Site conditions discovered during work that materially differ from the assumptions on the quote (for example, undisclosed plumbing or electrical work required for a built-in installation) are handled as change orders, communicated promptly with options.

5. Cancellation, rescheduling, and trip charges

5.1 Cancellation by Client

Notice given by Client	Charge
Less than 24 hours before scheduled work	Missed Trip Charge as stated on the current Pricing Schedule
No-show on the scheduled date	Missed Trip Charge as stated on the current Pricing Schedule
After work has begun	Billed for work completed plus any non-recoverable materials and trip charges, with a minimum equal to the Missed Trip Charge

Cancellations made with more than 24 hours of notice are accommodated without charge subject to crew availability.

These charges compensate Ray & Co Corp for scheduled crew time and dispatched logistics that cannot be reallocated on short notice. They are not penalties.

Volume-based exceptions. Recurring B2B clients and project accounts may negotiate alternate cancellation terms in their vendor agreement or master services agreement. Ray & Co Corp may at its discretion waive or reduce cancellation charges based on the Client's ongoing volume and engagement history.

5.2 What counts as a Missed Trip

A Missed Trip Charge applies whenever the crew is dispatched to a site and the scheduled work cannot be performed for reasons within the Client's control, including:

- The Client or an authorized site contact is not present at the scheduled time and the crew cannot obtain access
- The unit, building, or work area is not accessible (keys, codes, freight elevator, COI, parking, or building protocol not in place)
- The appliance, accessories, or rough-in (electrical, plumbing, gas, ventilation) required by the quote is not on site, not ready, or not code-compliant
- Hazardous or unsafe conditions discovered on arrival
- The Client cancels at the door or asks the crew to leave before work begins

The Missed Trip Charge for local versus out-of-area service is stated on the current Pricing Schedule. Out-of-area missed trips additionally bill for per diem, accommodation, and mileage already committed.

5.3 Additional visits and Visit Trip Charges

Where a return visit to the site is required to complete the scope for reasons not attributable to Ray & Co Corp workmanship, a Visit Trip Charge applies for each additional visit. This includes, without limitation:

- A part, accessory, or appliance is not on site at the original visit and a return is required to install it
- The Client requests work outside the original quoted scope that requires a separate dispatch
- A site condition discovered during the first visit must be corrected by another trade before Ray & Co Corp can complete the install

The Visit Trip Charge for local versus out-of-area service is stated on the current Pricing Schedule. Return visits required to correct a Ray & Co Corp workmanship defect within the 90-day window are not billed as Visit Trip Charges (see Section 7).

5.4 Rescheduling

Rescheduling requests made more than 7 business days in advance are accommodated at no charge subject to crew availability. Rescheduling inside 7 business days may carry a Re-dispatch Fee equal to the applicable Trip Charge. Rescheduling inside 24 hours is treated under Section 5.1 as a same-day cancellation.

5.5 Rush Fee for last-minute coordination

Where the Client requests scheduling, dispatch, or coordination on shorter notice than Ray & Co Corp's standard lead time, a **Rush Fee** may apply. The Rush Fee compensates for out-of-sequence dispatch, overtime crew time, expedited freight, and the coordination cost of fitting the request into a committed schedule.

The Rush Fee is stated on the current Pricing Schedule and is applied as either a flat fee per dispatch or a percentage of the quoted job amount, depending on scope. Rush requests are accepted at Ray & Co Corp's discretion and subject to crew and equipment availability.

5.6 Cancellation by Ray & Co Corp

Ray & Co Corp may cancel a scheduled engagement and refund any deposits paid where (a) site conditions are unsafe or non-compliant, (b) the Client has unpaid invoices beyond 60 days past due, (c) the engagement materially exceeds the original scope without an executed change order, or (d) circumstances beyond our reasonable control prevent performance. In such cases Ray & Co Corp's only obligation is the return of paid deposits less the value of work performed to date.

6. Site conditions and Client responsibilities

The Client shall:

- Ensure safe and reasonable access to the work area, including building access, freight elevator scheduling, COI submission, parking, and any building-specific protocols
- Confirm that all rough-in plumbing, electrical, gas, ventilation, and structural elements are complete and code-compliant before the scheduled installation date
- Ensure that appliances and accessories required for the installation are on site, in original packaging, undamaged, and accessible
- Designate a point of contact reachable during scheduled work hours
- Disclose hazardous conditions including but not limited to asbestos, lead paint, mold, structural defects, or active water or electrical issues

Delays caused by missing site readiness items as defined above may result in a return-trip charge and rescheduling under Section 5, or billed by the hour at the wait-time rate stated on the current Pricing Schedule.

7. Workmanship guarantee and warranty

7.1 Workmanship

Ray & Co Corp guarantees that installation work performed by our crew will be free from defects in workmanship for **90 days** from the completion date. If a defect attributable to Ray & Co Corp's workmanship is reported in writing within that window, we will return to the site at no charge to correct it.

7.2 Manufacturer warranty

The manufacturer's warranty on the appliance itself passes through to the end user under the manufacturer's terms. Ray & Co Corp does not warrant the appliance unit, component parts, or accessories. Issues attributable to a manufacturer defect, shipping damage, or product failure are pursued by the end user through the manufacturer or retailer of record.

7.3 Exclusions from workmanship guarantee

The workmanship guarantee does not cover:

- Damage caused by misuse, abuse, modification, or normal wear after installation
- Damage caused by other trades, contractors, or third parties working at the site after Ray & Co Corp's departure
- Damage caused by acts of nature, water intrusion, fire, power surge, or building defects
- Issues caused by failure of rough-in plumbing, electrical, gas, or ventilation that was not installed by Ray & Co Corp
- Consumable items such as filters, light bulbs, and gaskets

7.4 Claims process

To make a workmanship claim, contact Ray & Co Corp in writing within 90 days of completion with a description of the issue, photographs, and contact information. Ray & Co Corp will respond within 3 business days to schedule an inspection.

8. Photographs, documentation, and intellectual property

8.1 Photography

Ray & Co Corp documents project sites and installations through photography for internal quality control, warranty support, manufacturer registration, and where authorized, marketing. Documentation includes before, during, and after photographs of the installation area.

8.2 Use of photographs in marketing

Photographs may be used in Ray & Co Corp marketing channels including the Website, social media, capability decks, and trade publications, subject to the following:

- Photographs that identify a private homeowner, a unit interior with personally identifying details, or a security-sensitive building layout will not be used in marketing without written authorization
- Where a project Master Services Agreement exists, the media release language in that document controls
- Where no MSA is in place, the Client and Ray & Co Corp shall negotiate a separate media release before any identifiable project imagery is published

8.3 Ownership

Ray & Co Corp retains ownership of all process photography, internal documentation, written reports, and quality control records produced in the course of an engagement. The Client retains ownership of the finished installed appliances and any client-supplied materials.

8.4 Client materials

Any drawings, specifications, brand guidelines, or other materials supplied to Ray & Co Corp by the Client remain the property of the Client. Ray & Co Corp will use such materials only as needed to perform the engagement and will not disclose them to third parties except as needed to complete the work.

9. Confidentiality

Each party will treat as confidential any non-public information shared by the other party in the course of the engagement, including pricing, project details, building access protocols, and client lists. Confidential information may be disclosed only (a) to personnel with a need to know, (b) as required by law, or (c) as required to perform the engagement. This obligation survives termination of the engagement for 2 years.

10. Insurance and licensing

Ray & Co Corp maintains general liability and workers' compensation insurance in accordance with Florida law and the requirements of the projects we accept. A Certificate of Insurance (COI) naming the Client as additional insured can be issued on request for active engagements.

Ray & Co Corp's status as a licensed and insured Florida business is a baseline operating requirement and is not represented as a competitive differentiator.

11. Limitation of liability

To the maximum extent permitted by Florida law:

- Ray & Co Corp's total liability for any claim arising from or related to an engagement is limited to the amount paid by the Client to Ray & Co Corp for the specific scope of work giving rise to the claim during the 6-month period preceding the claim
- Ray & Co Corp is not liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation lost profits, lost revenue, lost goodwill, or business interruption, even if advised of

the possibility of such damages

- Nothing in these Terms limits liability for fraud, willful misconduct, gross negligence, or any obligation that under Florida law cannot be limited
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12. Indemnification

The Client shall defend, indemnify, and hold harmless Ray & Co Corp, its officers, employees, and subcontractors from claims, damages, costs, and expenses including reasonable attorneys' fees arising out of (a) inaccurate or incomplete site information provided by the Client, (b) the Client's failure to disclose hazardous site conditions, (c) the Client's modification of the installed work after completion, or (d) claims by third parties relating to the Client's use of the installed appliances.

Ray & Co Corp shall defend, indemnify, and hold harmless the Client from claims, damages, costs, and expenses including reasonable attorneys' fees arising out of (a) Ray & Co Corp's gross negligence or willful misconduct in performing the engagement, or (b) bodily injury or property damage caused by Ray & Co Corp's crew on the Client's site during the engagement, subject to the limitation in Section 11.

13. Force majeure

Neither party is liable for delay or failure to perform due to causes beyond reasonable control, including hurricane, tropical storm, flood, fire, government order, pandemic, civil unrest, or supply chain interruption affecting appliance availability or parts. The affected party will notify the other party promptly and use reasonable efforts to resume performance.

14. Governing law and dispute resolution

14.1 Governing law

These Terms are governed by the laws of the State of Florida, without regard to conflict of law principles. Any dispute is subject to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida.

14.2 Informal resolution

Before initiating any formal proceeding, the parties will attempt to resolve any dispute through good-faith discussion between authorized representatives for at least 30 days from written notice of the dispute.

14.3 Mediation

If informal discussion does not resolve the dispute within 30 days, the parties will submit the dispute to non-binding mediation in Miami-Dade County before initiating litigation. Mediation costs are shared equally.

14.4 Attorneys' fees

In any action arising from or related to these Terms, the prevailing party is entitled to recover reasonable attorneys' fees and costs.

14.5 No jury trial

Each party knowingly and voluntarily waives any right to a jury trial in connection with any dispute arising from or related to these Terms.

15. Website-specific terms

Use of raycocorp.com is subject to the following in addition to the Terms above:

- The Website is provided as informational and as a channel to request quotes or contact Ray & Co Corp
 - Content on the Website, including text, images, logos, and design, is owned by Ray & Co Corp or its licensors and may not be reproduced without written permission
 - Form submissions are processed under our Privacy Policy
 - The Website is provided "as is" without warranties of any kind regarding availability, accuracy, or fitness for purpose
 - Ray & Co Corp may modify or discontinue the Website at any time without notice
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16. General provisions

- **Entire agreement:** these Terms together with any signed quote, work order, MSA, or vendor agreement constitute the entire agreement between the parties and supersede prior discussions on the subject
 - **Severability:** if any provision is held unenforceable, the remaining provisions remain in effect
 - **No waiver:** failure to enforce any provision is not a waiver of the right to enforce it later
 - **Assignment:** Neither party may assign rights or obligations under these Terms without the other party's written consent, except that Ray & Co Corp may assign in connection with a merger, acquisition, or sale of substantially all assets
 - **Notices:** notices must be in writing and sent to the address on the most recent invoice or contracting document, with copy by email to the recipient party's primary business email
 - **Updates:** Ray & Co Corp may update these Terms by posting a revised version on raycocorp.com with a new effective date. Continued engagement after the effective date constitutes acceptance of the revised Terms.
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17. Contact

Questions about these Terms should be directed to:

- **Ray & Co Corp**

- 1390 NE 41st Pl, Homestead, FL 33033
- Email: info@raycocorp.com
- Phone: (305) 901-0541
- Web: raycocorp.com

This Terms and Conditions document is a Ray & Co Corp internal draft. Before publishing or attaching to outgoing quotes and invoices, request a review by a Florida-licensed business attorney to confirm enforceability of liability caps, indemnification, jury waiver, and the cancellation fee schedule under current Florida statutes. This document is informational and not legal advice.