

Terms and Conditions

Carport Co LLC | (Commercially known as "The Carport Co.")

KEY TERMS SUMMARY - PLEASE READ CAREFULLY

Before you order, understand these critical points:

WE ARE A DEALER, NOT THE MANUFACTURER

- We coordinate your order with the manufacturer
- The manufacturer handles fabrication, delivery, and installation
- Product warranties come from the manufacturer, not us

LEAD TIMES ARE ESTIMATES, NOT GUARANTEES

- Typical: 2-4 weeks, but may be longer
- Weather, materials, and scheduling affect timing
- Lead time begins when installation site is prepped and ready for installation and buyer has any applicable permits/permissions from any governing body (city/county, HOA, community leader, etc)

DEPOSITS ARE NON-REFUNDABLE AFTER 72 HOURS

- You have 72 hours from order placement to cancel for a refund (less processing fees)
- After 72 hours, your deposit is earned by us and non-refundable
- Exceptions: (1) Official denial of a required building permit by your city or county government (denials by HOA, mobile home park, campground, or any non-government entity do not qualify), or (2) delays exceeding two (2) weeks beyond the estimated lead time (see Section 4.4).
- Refunds are less processing fees (outlined in Section 5)

DISPUTES GO TO ARBITRATION IN INDIANA OR TO NATIONWIDE ARBITRATION PROFESSIONAL

- Disputes go to binding arbitration in Indiana (or virtually with a nationwide arbitration professional)
- You waive your rights to a jury trial
- Small claims court is still available

BY PLACING YOUR ORDER OR E-SIGNING, YOU AGREE TO ALL TERMS BELOW.

Full terms follow. Please read completely.

1. BINDING AGREEMENT & ACCEPTANCE

1.1 Agreement to Terms, Electronic Signature & ESIGN Act Compliance

BY PLACING AN ORDER WITH CARPORT CO LLC, USING OUR WEBSITE, OR SIGNING A CONTRACT WITH US, YOU ENTER INTO A LEGALLY BINDING CONTRACT AND EXPRESSLY AGREE TO THESE TERMS & CONDITIONS IN THEIR ENTIRETY.

These Terms & Conditions (this "Agreement") govern all transactions, orders, deposits, payments, and business relationships between you ("Customer," "you," or "your") and Carport Co LLC, commercially known as "The Carport Co." ("Carport Co," "Company," "we," "us," or "our"). By placing an order (by phone, email, text, in-person, or online), you electronically sign this Agreement under the ESIGN Act and UETA.

By ordering, you affirm that:

- You have the legal capacity to enter into binding contracts
- You are at least 18 years of age
- You have authority to bind yourself (and your property, if applicable) to this Agreement
- You consent to conduct business electronically
- You consent to receive all communications, agreements, and notices electronically

1.2 Universal Applicability

This Agreement applies to ALL orders and transactions with Carport Co LLC, regardless of:

- Whether a physical contract was signed or executed
- Method of order placement (telephone, email, text message, in-person, mail, or any other means)
- Payment method used (credit card, debit card, ACH transfer, wire transfer, check, cash, or any other form)
- Communication channel or sales representative involved
- Which manufacturer fulfills your order
- Geographic location or state of residence
- Order size or deposit amount

1.3 Orders Placed on Behalf of Another (Agent & End User)

If you order on behalf of another person or entity (the "End User"):

- You warrant you have actual authority to bind the End User to all terms of this Agreement, including arbitration.
- The End User is bound as if they signed personally. You and the End User are jointly and severally liable for all obligations.
- You must provide the End User's name and property address at time of order.
- You must provide the End User with a copy of these Terms.

- You indemnify Carport Co LLC against any claim by the End User that they are not bound.
- If you lack actual authority, you are personally bound as the End User.

1.4 Modification of Terms

Carport Co LLC reserves the right to update, modify, or amend this Agreement at any time without prior notice. **The version of this Agreement in effect on the date you place your order is the version that governs your transaction.** Changes do not apply retroactively to orders placed before the modification date.

2. CARPORT CO LLC'S ROLE & BUSINESS MODEL

2.1 Authorized Dealer Status

Carport Co LLC is an authorized dealer and sales representative for steel carport manufacturers nationwide. We are not a manufacturer, fabricator, or installer. Our role: process orders, collect deposits, coordinate with manufacturers, and provide customer service.

2.2 Manufacturing Partners

The manufacturer (assigned based on your location and product) is responsible for fabrication, delivery, installation, and all product warranties. You will sign a separate Sales Agreement with the manufacturer.

If the manufacturer cancels, goes bankrupt, or fails to perform, our maximum liability is your deposit amount (less any amounts forwarded to the manufacturer).

2.3 No Warranties from Carport Co LLC

Carport Co LLC does not provide any warranties for carports, garages, or any other structure we sell. All product warranties are provided solely by the manufacturer and are governed by the manufacturer's warranty terms.

2.4 Affiliate Links & Commissions

Our website may contain affiliate links to third-party products, tools, or services. When you click an affiliate link and make a purchase, we may earn a commission at no additional cost to you. We are not the seller, manufacturer, or provider of those third-party products, and we make no warranties regarding them. You should review the third-party's own terms and privacy policy before purchasing.

3. DEPOSIT POLICY & DEALER SERVICES FEE

3.1 What Your Deposit Covers

Your deposit compensates us for the work we begin immediately after you place your order, including:

- Submitting your order to the manufacturer
- Reserving your production slot
- Managing your project from order to installation

3.2 Deposit Applies to Your Balance

Your deposit is **not an extra fee**. It is a payment toward your total order balance. For example, if your total order is \$10,000 and you pay a \$1,500 deposit, you will owe the manufacturer \$8,500 at installation.

Deposits typically range from 10% to 20% of the total order value.

3.3 When Your Deposit Becomes a Dealer Services Fee

If you cancel your order after 72 hours and do not qualify for any refund exception in Section 4, your deposit is no longer a payment toward your balance. Instead, it becomes a non-refundable dealer services fee that compensates us for work already performed.

In that situation:

- You will not receive a refund of the deposit
- The deposit will not be applied to any balance (because the order is cancelled)
- You owe no further amount to us or the manufacturer

3.4 Balance Payments

The remaining balance (total order minus deposit) is paid directly to the manufacturer, not to us, unless otherwise stated in your order confirmation.

4. REFUND POLICY

4.1 General Rule: Deposits Are Non-Refundable

AS A GENERAL RULE, ALL DEPOSITS PAID TO CARPORT CO LLC ARE NON-REFUNDABLE.

There are four (4) exceptions to this:

4.2 Exception #1: 72-Hour Refund Window

You may cancel within 72 hours of your order timestamp (the 72-hour period begins once you have paid) by emailing sales@thecarportco.com with "Refund Request – [FIRST NAME] [LAST NAME]". Refunds are processed within 5-10 business days and are sent back to the original payment method used to pay your deposit. We are only able to issue refunds to the original payment method used.

4.3 Exception #2: Official Permit Denial

If a government authority finally denies your building permit, you will receive a refund if you provide:

- Official denial letter on government letterhead
- Proof of timely permit application and good-faith effort
- Notice to us within twenty (20) business days of denial

Does NOT qualify: HOA denial, voluntary withdrawal, correctable deficiencies you chose not to address, or pre-existing zoning restrictions or setback requirements you should have already been aware of.

You are solely responsible for determining whether a permit is required and for obtaining all necessary permits prior to installation. Carport Co LLC provides no advice, guidance, or assistance regarding permit requirements.

4.4 Exception #3: Delays Exceeding Two (2) Weeks Beyond Original Estimated Lead Time

Once your site is ready, permits obtained, and you notify scheduling, you receive an estimated lead time. If installation does not occur within **two (2) weeks after that estimated lead time**, you qualify for a refund – **unless the delay is caused by weather**.

Weather delays do NOT count toward the two-week clock. Weather includes:

- Frozen ground, snow, or ice
- Heavy rain or flooding
- High winds, lightning, or severe storms
- Extreme heat or any conditions making installation unsafe

The two-week clock pauses during weather delays and resumes when weather permits installation.

4.5 Exception #4: Company Cancellation

If Carport Co LLC cancels your order for reasons within our control, you receive a **full refund including processing fees** (force majeure and manufacturer failures excluded).

5. PAYMENT PROCESSING FEES (DEDUCTED FROM ANY REFUND)

BY PLACING YOUR ORDER, YOU EXPRESSLY ACKNOWLEDGE AND CONSENT TO THE DEDUCTION OF PAYMENT PROCESSING FEES FROM ANY REFUND, AS THESE ARE ACTUAL THIRD-PARTY COSTS THAT CARPORT CO LLC CANNOT RECOVER

Processing fees vary by payment method:

Domestic Credit/Debit Card	2.9% + \$0.30 per transaction
International Credit/Debit Card	4.4% + \$0.30 per transaction (includes 1.5% international fee)
Currency Conversion	Additional 1.0% if currency conversion is required
Instant Bank Payment	2.6% + \$0.30 per transaction
ACH Direct Debit	0.8% per transaction (capped at \$5.00 maximum)

Processing fees are set by third-party payment processors and are subject to change. The processing fees in effect at the time of your payment will apply to any refund calculation.

Upon request, Carport Co LLC will provide documentation of actual processing fees charged for your transaction.

6. CIRCUMSTANCES THAT DO NOT QUALIFY FOR REFUNDS

You expressly acknowledge, understand, and agree that the following circumstances do NOT entitle you to any refund, cancellation, chargeback, or payment reversal:

- **Customer-related:** change of mind, buyer's remorse, financial hardship, sale of property, divorce, family changes, finding a lower price elsewhere, spousal disagreement.
- **Scheduling unavailability:** you are not available on installation date for any reason, failure to prepare site or provide access, rescheduling requests after installation is scheduled.
- **Weather delays:** extended lead times beyond the estimate that are caused by weather, including but not limited to snow, ice, heat, frozen ground, and storms (see Section 4.4).
- **Permit & property:** choosing not to apply for a permit, HOA denial, easements/setbacks/zoning that existed before ordering, failure to address correctable permit deficiencies.
- **Third-party:** neighbor complaints, utility conflicts, landlord denial.
- **Product expectations:** minor cosmetic imperfections, color variation from photos, dimensions within industry tolerances (± 0.5 to 1.5 inches), buyer's remorse about size/style.
- **Financial:** inability to pay balance, credit denial, financing falling through.

ANY REFUND REQUEST BASED ON THE ABOVE WILL BE DENIED.

7. INSTALLATION SCHEDULING & CUSTOMER RESPONSIBILITIES

7.1 Lead Time Estimates

Typical lead time: 2–6 weeks once you are ready (site prepped, permits in hand). Lead times are **not guaranteed** – weather, materials, and crew availability affect timing.

7.2 Your Presence Not Required

You do not need to be present for installation. If you choose to be present and are unavailable on the scheduled date, you will be rescheduled to the next available run.

If the original lead time is missed because you requested a reschedule, you are not eligible for the 2-week delay refund (Section 4.4). The 2-week refund applies only to delays caused by Carport Co LLC or the manufacturer, not to delays caused by your own rescheduling request.

7.3 Your Site Preparation Responsibilities

You are solely responsible for:

- Property access (driveway width, gates, obstacles)
- Site clearing (vehicles, debris, vegetation)
- Ground preparation (level ground, concrete pad if required)
- Calling 811 to locate underground utilities
- All permits and HOA approvals
- Legal right to install on the property

Failure to prepare the site may cause delays, extra charges, or cancellation without refund.

7.4 Weather-Related Delays

Crews will not work in unsafe weather (severe storms, high winds, ice, extreme heat). Refunds are not offered due to reschedules caused by weather.

8. CHARGEBACKS & PAYMENT DISPUTES

Before initiating a chargeback, you must email sales@thecarportco.com (subject: "Dispute – [FIRST NAME] [LAST NAME]") and allow us 15 business days to resolve the issue.

If you file a false or bad-faith chargeback, we may pursue collection, including attorney's fees and credit reporting.

Any collection lawsuit shall be brought exclusively in **Delaware County, Indiana**.

9. LIMITATION OF LIABILITY & DISCLAIMERS

9.1 Carport Co LLC's Limited Role

We are not the manufacturer or installer. We have no liability for product defects, installation errors, warranty service, or manufacturer insolvency.

9.2 Maximum Liability Cap

Our total liability for any claim **shall not exceed the deposit amount you paid to us**. If you paid in full, the liability amount shall not exceed the minimum required deposit we informed you of (typically 10% to 20%).

9.3 Exclusion of Consequential Damages

We are not liable for lost profits, property damage, emotional distress, or any indirect damages – even if we were advised of their possibility.

9.4 No Professional Advice

Any articles, blog posts, guides, FAQs, or other written content on our website represent opinions and general information gathered from our industry experience. They do not constitute professional engineering, legal, architectural, construction, or expert advice.

Similarly, any advice, recommendations, or information provided by our sales representatives (whether by phone, email, text, or in person) reflects their industry experience and is not professional expert advice.

You should always consult qualified licensed professionals (engineers, architects, contractors, attorneys, or building officials) before making decisions about your specific property or project. Reliance on any information from us – whether on our website, in articles, or provided verbally – is at your own risk.

9.5 No Warranties from Us

All services are provided “AS IS.” We disclaim all implied warranties (merchantability, fitness for particular purpose).

9.6 Indemnification

You agree to indemnify us against any claims arising from your breach of this Agreement, failure to obtain permits, unauthorized chargebacks, or code violations.

10. DISPUTE RESOLUTION & ARBITRATION

10.1 Governing Law

Indiana law governs this Agreement, without regard to conflict of laws.

10.2 Arbitration Agreement

Except as provided in Section 10.3, **any dispute shall be resolved by binding arbitration** under AAA Consumer Arbitration Rules, before a single arbitrator in Delaware County, Indiana (or virtually with a nationwide arbitration professional).

Each party bears its own fees and costs. The arbitrator’s decision is final and binding.

BY AGREEING TO ARBITRATION, YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

10.3 Exceptions (Court Allowed)

The following may be brought in court:

- Collection actions (Indiana small claims or other court)
- Injunctive relief to stop chargebacks or enforce payment
- Small claims court (if within jurisdictional limits)

10.4 Jurisdiction & Venue for Non-Arbitrable Disputes

For any court action allowed under 10.3, you agree to **exclusive jurisdiction and venue in Delaware County, Indiana**, and waive any objection based on inconvenient forum.

10.5 Arbitration Opt-Out Right

You have the right to opt out of the arbitration agreement within 30 days of placing your order by sending written notice to:

Email: sales@thecarportco.com

Subject: “Arbitration Opt-Out – [FIRST NAME] [LAST NAME]”

If you opt out:

- You may pursue disputes in court (subject to section 10.4 jurisdiction)
- All other terms of this Agreement remain in effect
- This opt-out only affects the arbitration requirement

10.6 Limitation Period for Claims

To the extent permitted by applicable law, you must bring any claim arising from this Agreement within one (1) year from the date the claim accrues, or the minimum period required by law in your state of residence, whichever is longer.

This limitation period applies regardless of whether the claim is brought in arbitration or court, and regardless of the form of action (contract, tort, statute, or otherwise).

11. COMMUNICATIONS & CONSENT

You consent to receive electronic communications (email, text, phone calls) from us. You are responsible for keeping your contact information current. Failure to receive communications due to incorrect info or spam filters does not excuse your obligations.

All phone calls with Carport Co LLC may be monitored or recorded for quality assurance and training purposes. By remaining on the call with us, you consent to such recording. You also agree that any advice provided during the call or via text is governed by Section 9.4 of these Terms.

To opt out of marketing texts: reply "STOP."

To opt out of marketing emails: reply "UNSUBSCRIBE".

12. FORCE MAJEURE

We are not liable for delays or failures caused by acts of God, weather, pandemics, government orders, material shortages, supply chain disruptions, labor disputes, cyberattacks, or any event beyond our reasonable control.

If force majeure lasts more than 90 consecutive days, either party may cancel. Refund (if any) equals deposit minus processing fees and costs already incurred.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement, your order confirmation, and the manufacturer's Sales Agreement constitute the entire agreement. Any oral statements contradicting this Agreement are not binding.

13.2 Amendments & Modifications

Only a written amendment signed by us or an updated version on our website (for future orders) modifies this Agreement. Oral modifications are not valid.

13.3 Severability

If any provision is unenforceable, it shall be modified or severed, and the rest of the Agreement remains in effect.

13.4 No Assignment by Customer

You may not assign this Agreement without our written consent. We may assign it freely.

13.5 Survival

The following provisions survive termination, cancellation, or completion of this Agreement:

- Section 4 (Refund Policy)
- Section 5 (Processing Fees)
- Section 8 (Chargebacks & Payment Disputes)
- Section 9 (Limitation of Liability & Disclaimers)
- Section 10 (Dispute Resolution & Arbitration)
- Section 13 (General Provisions)
- Section 14 (Acknowledgments & Representations)
- Any other provision that by its nature should survive

13.6 Language

This Agreement is written in English. If this Agreement is translated into any other language, the English version controls in the event of any conflict or ambiguity.

14. ACKNOWLEDGMENTS & REPRESENTATIONS

By placing an order, you acknowledge that:

- You have read and understood this entire Agreement.
- Deposits are non-refundable except as specified in Section 4.

- Processing fees are deducted from any refund.
- You consent to arbitration and waive jury trial (unless you opt out).
- You are responsible for permits, site prep, and HOA approval.
- We are a dealer, not a manufacturer – product warranties come from the manufacturer.
- Any advice we provide about permits, codes, or site prep is general information only; you must consult licensed professionals.
- You are at least 18 years old and have legal authority to enter this contract.

15. CONTACT INFORMATION

Carport Co LLC (The Carport Co)

Email: sales@thecarportco.com

Phone: (888) 293-5588

Address: 9500 N Wheeling Ave, Lot 85, Muncie, IN 47304

Hours: 9am–5pm ET, Mon–Fri

16. EFFECTIVE DATE & ACCEPTANCE

16.1 Effective Date

Effective Date of This Agreement: January 8, 2024

This version of the Terms & Conditions applies to all orders placed on or after the Effective Date shown above.

16.2 How You Accept This Agreement

You accept and agree to this Agreement by ANY of the following actions:

- Accessing or using our website in any way
- Calling our phone number for any purpose
- Placing an order via phone, email, text, or any other method
- Providing payment information or submitting payment
- Signing a manufacturer order form that references these Terms
- Initialing or checking a box acknowledging these Terms
- Proceeding with the order process after being provided a link to these Terms
- Accepting delivery or installation of a carport
- Any other action indicating your intent to order from Carport Co LLC

Your acceptance constitutes your legally binding electronic signature pursuant to the ESIGN Act.

17. FINAL STATEMENT

IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT PLACE AN ORDER WITH CARPORT CO LLC.

By placing an order, you confirm that you have read, understood, and agree to be bound by this Agreement in its entirety.

This is a legally binding contract.

Effective Date: January 8, 2024

Latest Revision: May 28, 2026

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