

# October/November 2024 Florida sales tax promotion

## Terms and Conditions



**1.Company:** All rights associated with this offer belong to E.S. WINDOWS, LLC (the “Company”)

**2.Duration:** This promotional offer will run from October 15<sup>th</sup>, 2024 to November 30<sup>th</sup>, 2024. Only orders placed with an authorized dealer of Company’s products within these dates, for which the dealer also placed an order with the Company during these dates for the products ordered by the Customer, are eligible for this offer.

**3.Eligibility:** This offer applies only to purchases made by an individual to improve a single family or multi-family residential home in Florida (“Customer”). A Customer may claim this offer only once. Purchases for commercial or income-generating properties are not eligible for this offer.

**4.Promotion Amount:** The dealer will receive a credit from the Company equal to the Florida state sales tax (6%) amount that is separately stated on an invoice or other tangible evidence of sale given by the dealer to the Customer on a qualifying purchase during the promotional period. This credit applies exclusively to the Florida state tax and does not cover county taxes or any other taxes or fees. The invoice or other tangible evidence of sale given to the Customer must state that the dealer will pay to the Florida Department of Revenue the Florida state sales tax that is due. The credit is not earned until after (1) the purchases are shipped or delivered to the Customer’s location, and (2) the dealer has made full payment to the Company of all open invoices, including the Company’s invoice to the dealer related to the Customer’s purchase.

**5.Geographical Restrictions:** Valid only for purchases to improve a single-family or multi-family home located in Florida.

**6.Qualifying Products:** This promotion applies exclusively to all ES retail Prestige and Elite line products for single-family and multi-family homes. Services and other costs included in the order are not eligible for the promotion. If the dealer places an order that includes both qualifying products and non-qualifying products, separate orders must be submitted for each. This ensures the accurate calculation of the state sales tax to be credited as part of the promotion.

**7.Promotion Offer Process:** The dealer can submit a request for a credit via the following link <https://eswindows.fillout.com/t/fwrkjSwh4us>. The form will be connected to the eSoft platform to ensure the order was placed with the Company by the dealer during the offer period. Only valid and properly completed forms will qualify for the offer.

**8.Payment Method:** The promotional offer amount will be issued in the form of a credit to the dealer’s account, which will reduce the amount payable by the dealer to the Company for subsequent orders placed by the dealer with the Company.

**9.Processing Timeframe:** The promotional offer processing may take up to 150 days approximately from the later of the following: (1) the submission of the request for credit, (2) the date the purchases are shipped or delivered to the Customer’s location, or (3) the date the dealer has made full payment to the Company of all open invoices, including the Company’s invoice to the dealer related to the Customer’s purchase

**10.Offer Restrictions:** This offer cannot be used in conjunction with other promotional offers or special pricing. This offer cannot be used for prior purchases made by a Customer. Offer rights are not assignable or transferable. Only one promotional offer is allowed per household.

**11.Verification and Authority Assumption:** By submitting a offer request, the Company assumes that the individual completing the form and making the request on the dealer’s behalf has the authority to do so. The Company also assumes that the information provided is true, complete, and accurate. If any discrepancies, false information, or unauthorized submissions are discovered, the Company reserves the right to take any necessary measures, including denying the offer claim or suspending the benefit.

**12.Tax Implications:** Dealers are responsible for reporting and paying any applicable taxes as required by law and with complying with Florida’s sales tax law that concerns absorbing sales tax (Fl. Stat. § 212.07(4)).

**13.Terms of Delivery, Payment, and Guarantees:** The terms of delivery, payment, and guarantees for the eligible products will be governed by the Company’s terms and conditions established in eSoft. Dealers and customers are encouraged to review these terms for further details.

**14.Privacy Policy:** Customer data will be used solely for the purpose of validating the offer amount to be paid or credited to the vendor. This data will be handled in accordance with our data protection policy, as published on our website.