



EYD Fine Cabinetry, Inc Contract

Thank you for requesting an estimate through EYD Fine Cabinetry, Inc. Please read through these terms and conditions and feel free to ask me any questions. We are also currently in the process of changing our name to EYD Fine Cabinetry, so you may see our name listed as either entity.

Our Free Cabinet/Closet Estimate Includes:

For your free estimate you will be able to come to our office to see 3D images of your project. We will quote the cabinet manufacturers that we think will best suit your needs and your budget. We will show you the construction and options for the different cabinets brands that we carry.

After we present your initial quote and 3D's, we will allow one more series of basic updates to the design and to the quote. At that time, you should have enough information for you to be able to decide if you would like to commit to working exclusively with EYD Fine Cabinetry for your materials. At that time, we would ask you to sign this contract, and to pay the non-refundable \$500 retainer which will be put towards your invoice. After the retainer has been placed we can continue to work on updating your plans.

Until you have signed our contract and paid the retainer, no 3D images or elevations can be released to you or your contractors and all designs are owned by EYD Fine Cabinetry.

Your estimate is valid for up to 30 days, and after that the price is subject to change.

Any alteration or addition to estimated specifications involving extra cost will become an extra charge added to the estimate total.

All agreements contingent upon strikes, accidents, or delays beyond our control.

Professional fees incurred for collection of this contract or extras shall be paid by the client or clients.

All plumbing, HVAC or electrical work is not EYD Fine Cabinetry's responsibility, however we will help you to navigate the process.

Placing the Order:

In order to officially place the order for your cabinetry, we will need the following things from you. Until we have these items, your order will not be considered fully placed.

1. 90% Down Payment (See Payments Terms Below)
2. Signed This Cabinetry Contract Below
3. Signed Elevations for Each of Your Designs (Your Designer Will Give You These to Sign)
4. Signed Final Estimate at Time of Ordering (Any Changes or Additions After Placing the Order Will Get Added to the final invoice)

5. List of All Appliances Purchased for the Space

Design Work:

If you purchase new cabinets, tops, or closets from EYD Fine Cabinetry, in most cases all hourly fees associated with the design and installation process of your cabinets/tops/closets will be included. Basic 3D's of cabinet drawings and countertops designs will all be provided. When design time is more extravagant, if there is an extended amount of time in the project management, if there is a longer distance to drive, if you would like to see entire rooms drawn in 3D (beyond cabinetry) or if there are minimal amounts of our materials are used we will typically charge our standard hourly design fees.

EYD Fine Cabinetry & Design is pleased to offer professional design services beyond your cabinetry, countertops, and closet designs to complement our products at an hourly rate. These services include but are not limited to assistance with selecting materials, creating floor plans, general contracting (managing your whole project from start to finish), creating 3D's of the space, etc. If you would like more information about these services, please ask your designer for the EYD Interior Design contract.

Further Details:

EYD Fine Cabinetry finishes are among the most consistent available, our UV cured finishes combined with wood and veneer selection ensure the finish is as consistent as possible. However, since the properties of wood are not consistent themselves, we cannot guarantee the project will exactly match the initial sample. Therefore, EYD Fine Cabinetry does allow for a range of color on its finished projects. This acceptable range may span several shades above or below the average shade for the stain/species combination. Variations may also occur in applied paint finishes such as pickled, ragged, glazed, distressed etc. These variations are normal. Each project is entitled to 1 custom-made finish board.

Paint finishes are uniquely different from standard wood finishes. On all wood products, expansion and contraction are typical due to changes in climate conditions. Due to the normal movement, paint finishes may develop separation lines, finish breaks, and seam lines. These will be most notable at stile, rail and panel joints. Joint separations may become more noticeable over time and through season changes. Seam lines and finish breaks are normal characteristics of paint finishes and are not considered a defect and warrant replacement. Overtime there may be a slight color shift in the finish due to exposure to natural and artificial light.

Our responsibility and liability are limited to repairing or remanufacturing, as we may determine, any such defective product. Our warranty does not cover or apply to any defect or malfunction that is not caused by our manufacturers, Incorporated (e.g. defects or malfunction caused by misuse, abuse, on-site modifications, environment conditions, improper storage, improper installation, and neglect) nor does it cover any expense involved in removing or installing any item or product, unless you get your cabinets installed with our installers. This warranty applies only to defects and does not apply to the natural aging or mellowing of wood and wood finishes nor from wear and tear. This warranty applies to only the original consumer purchaser of these products and at the original site of installation only.

The client is responsible for getting their cabinet plans to their general contractor, electricians, plumbers and HVAC professionals, as their plans will be based around the cabinet layouts. Keep in mind that if you get a range hood/blower through EYD Fine Cabinetry, you will need to have a plan for the venting through your HVAC team.

All final designs and decisions shall be signed off upon before ordering. EYD Fine Cabinetry is not responsible for decision and/ or changes after this point.

Setbacks and delays happen in the construction industry, and we completely understand if the cabinets end up arriving before you are ready for them to be installed. If you need us to store the cabinets in our warehouse for longer than 30 days, we will require \$20 per week as a storage fee. If you cabinets are stored in our warehouse for over the 30 days,

we will also send you an invoice for the balance of the cabinets (typically we don't invoice the balance of the cabinets until after our installation or delivery is completed).

EYD Fine Cabinetry is not liable for any structural elements of the design. Structural design shall be provided by a licensed architect or engineer. EYD Fine Cabinetry drawings are for space planning and for design layout. General Contractors shall approve all structural elements before construction should begin. EYD Fine Cabinetry Fine Cabinetry and Design is not responsible or liable for any installers or contractor's work.

Installation:

We have a list of preferred installers that we prefer to use. They know our product well and are able to install the materials quickly and efficiently. We have worked hard to develop a strong working relationship with these contractors and we have selected them because of the quality of their work, and the If you chose to hire one of our preferred installers, keep in mind that you will be hiring and paying them directly, so the invoicing for installation will come directly from their company. However, we will manage them, handle all calls, deal with any issues that arise with them.

If you chose to hire your own installer, they are liable for installing the exact same cabinet configuration that we designed for you. If they deviate from the configuration, we are not liable for ordering extra parts, or fixing any issues.

We strongly encourage the use of our installers, as they will deliver the cabinets to your home. But if you or your own installer picks up the cabinets from our warehouse, our liability ends at the point in which the materials leave our warehouse. If there is damage to the materials in transit, you will be responsible for that damage. As soon as the cabinets arrive to your job site, you will need to inspect each one and make sure you have every item you need.

Long Distance:

If you live more than 30 miles from Effingham, your free estimate will have to be based off your own measurements and photos. If you would rather have us to come measure for the initial estimate, we will request the designer's hourly fees and will be invoiced for that amount after the field measure has taken place.

Your quote always includes a single field measure after the site is framed to finalize the cabinet designs. If more trips need to be made for any reason, the designer's hourly rates will be billed for the extra trips.

Deliveries for materials will be quoted ahead if time considering your long-distance range, and depending on how many people it takes to deliver.

Payment Policies:

Once you have received your estimate and you have decided to work with EYD Fine Cabinetry for your materials, a non-refundable \$500 retainer is required upon acceptance of bid to continue to move forward with the design process. This amount will be applied towards your overall bill. If any materials are designed, drawn, or selected with EYD Fine Cabinetry and then purchased elsewhere, our hourly fee will be invoiced.

If Purchaser cancels this contract prior to fabrication, the \$500 down payment will go towards design time spent, and any additional design time will be billed at our hourly design rate. Also, if there are any restocking fees for any materials, the purchaser will also be billed to cover those costs. Refund is at the seller's discretion.

Once it comes time to place the order for the cabinetry, we require a 90% down payment*. If for some reason you decide to cancel the order after the half down payment has been made, you must tell us within 5 days for a full refund. After that 5 days, we will only be able to give you back your total payment minus ALL costs already accrued from the order, whether that is time invested, or materials purchased. In some cases, you may not get any of the money back

after the 5-day timeframe, being that some of our suppliers we pay upfront and we are at their mercy with their cancelation policies.

The 10% final balance is due at completion of project within 10 days if you choose to use our preferred installer, and interest and/or late fees will be applied after 30 days. If you use your own installer, 10% balance is due within 10 days after pick up/delivery and late fees and/or interest will be applied after 30 days. If there are any missing or incorrect components from your original order, we request a list of those items within 10 days of delivery, unless otherwise planned with the designer.

If your project gets put on hold for any reason and we have already made your cabinets, we retain the right to bill you for the final 10% before delivery and installation. We also retain the right to bill you for storage of these cabinets.

We charge \$250 for all local home deliveries (within 30 miles) unless you choose to hire our preferred installer. Our preferred will pick them up from our warehouse, and will be included in the install cost.

For long distance deliveries, an extra mileage fee will be discussed up front. In addition, in your quote we will include a single delivery. If you are in need of an additional deliveries, we will charge per delivery.

We accept check, cash, or credit card. Being that we keep our margins as low as possible with the high dollar amounts on our materials offered, if you plan to use a credit card a 3% convenience fee will be applied because that fee is not automatically built in to our margins.

For any project under an insurance claim, we will bill our hourly fee for any time spent gathering documents or handling phone calls with your insurance agents.

Permission to Photographing Project

EYD Fine Cabinetry retains the right to take and use photos of our work for our own marketing purposes. The clients name or address will never be mentioned. If this is something you specifically do not want, please let the designer know and we will respect your privacy.

Signature Bid Accepted by: _____ Date: _____

Signature: _____ Date _____