

Kultur Cabinets

1492 E. Grand River Rd. Williamston, MI 48895

phone: 517.676.4770 fax: 800.314.6727

www.kulturcabinets.com



Terms & Conditions

Application of Terms:

This agreement (this "Agreement"), consisting of these Terms and Conditions, and the associated Order Acknowledgement is binding upon Kultur Cabinets, hereinafter "SELLER," and the customer, hereinafter "BUYER." By placing an order for a product and or services with the Seller, the Buyer agrees to these Terms and Conditions of sale and acknowledges that the person placing the order has the authority to enter into the Order Acknowledgement on Buyer's behalf.

Acceptance:

The following parties agree to the proposal pricing and Terms & Conditions listed within this agreement, to include shop drawings and submittal acceptance of those signed drawings. The sale of goods and services is expressly conditional on Buyer's acceptance of Seller's terms and conditions as stated herein. Provided that Seller's terms and conditions have not been previously accepted by Buyer, Buyer's receipt of goods or services shipped under this Agreement constitutes acceptance of these terms and conditions. These Terms contain our entire agreement relating to each Transaction. These Terms may not be waived, changed, modified, extended or discharged except by an agreement in writing through our normal order acknowledgment process and is signed by an authorized representative of the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.

Payment Terms:

Purchase Orders accepted for product. Subcontracts accepted for installation-if applicable. 30% Deposit prior to startup. Monthly draws for product completed and stored or delivered. No retainage on products. 1%/Net 10- Net/30 Past due invoices will be subject to a 1.5% monthly charge/18% per annum. 1 year warranty. Project may be placed into production prior to project schedule based on capacity.

Shipments and Delivery Schedules:

Delivery by us to such carrier will constitute delivery to you; and all shipments under your order will be made F.O.B. our shipping point, at which time title and all risk of loss will pass to you, provided that we will retain, and you hereby grant to us, a security interest in any products we ship to you until the full purchase price is paid by you. You will pay all freight charges and assume the risks of transportation, including delay, damage and loss, unless we otherwise agree in writing. The promised delivery date is our best estimate possible of when we will ship the products. Tailgate delivery, General Contractor to unload and stock. Kultur Cabinets. promise to carry the appropriate Insurance for storage of products and goods. Such documentations is available at request.

Cancellation And Returned Goods:

You may cancel orders only with our written approval. You will need our approval, and our issuance of a return material authorization (RMA), before returning any products to us. An RMA number will be required for receiving any returned product. If you cancel an order, in whole or in part, that incorporates special material, parts, components or other items that we do not typically buy, sell or use in connection with our standard product offerings (i.e., a nonstandard special order), you will pay us: (a) the previously agreed upon price of all completed items; (b) that portion of the agreed upon price that is equal to the greater of our actual cost or the percentage of completion of products in process, effective on the date we receive your notice of cancellation; (c) the cost of any materials and supplies that we have purchased in order to perform and which we cannot use for other or similar purposes or readily resell at our full cost

Confidentiality:

If your personnel visit our facility(is) or you otherwise receive any proprietary or non-public information from us, you will retain and treat such information as confidential and will not use or disclose such information to any third party without our prior written consent.