

TERMS AND CONDITIONS_V7_EFFECTIVE FROM 8/6/2021



* UE = Urban Effect | Alice = Alice Cabinetry | Other Items & Services = Countertops, Pre-made Vanities (Dawn, Duravit), Fixture & Plumbing, Hardware, Handles, Storage Systems, Lightings, Sinks, Toilets)

PAYMENT	
Demetra Cabinetry	<=\$5,000 : Paid in full >\$5,000: 50% deposit or \$5,000 whichever is greater; Finalized order must be paid in full
Urban Effect (UE) Alice	Paid in full
Other Items, Service,* Countertop Installation	Paid in full

ITEM CHANGE AND ORDER CANCELLATION		
	Before Finalization	After Finalization
Item Change	Changes is allowed	Demetra/UE*: No Changes Allowed ● Change fee: \$300 Plus 50% of the original item credit toward the new item. Alice* & Others: 30% Restocking Fee on OCA
Cancellation	All cabinet Lines: ● Cancellation is allowed with 30% charge of Original Contracted Amount (OCA); ● Retainer fee (if applied) will be credited in a form of Demetra coupon with 1 year of expiration period. ● Credit Transfer to another cabinet project; 10% charge of OCA. Transfer must be made within 1 year, or original order is consider cancelled and subject to cancellation policy! Other Items &Service*: No cancellation fee if order hasn't been processed.	All Cabinet Lines: No Cancellation, No Refund Other Items &Service*: 30% Restocking Fee Countertop Installation: ● 30% charge of OCA for labour ; ● Material is NOT cancellable; ● Material must be picked up within 30 calendar days, or material will be disposed

ITEM RETURN & EXCHANGE AFTER PICKUP OR DELIVERY		
Made-to-order Cabinets (Demetra/UE)	No Return, No exchange	Initial
Stock Cabinets (Alice)	30% Restocking Fee. Items must be returned in original packaging in sellable condition within 30days upon pickup/delivery date.	
Other Products	30% Restocking Fee. ● Items must be returned in original packaging in sellable condition within 30days upon pickup/delivery date or 60 days from order date whichever is sooner. ● No return, No exchange, No cancellation if using Demetra voucher or coupon credit on purchases.	X

LIABILITY WAIVER & CLAIMS

LIABILITY WAIVER: You have accepted the terms of Demetra's Liability Waiver as attached.  (Cabinet orders only) (See QR code)

CLAIMS:
● Any claim must be made within **48 hours upon receipt of the cabinets. DO NOT INSTALL!**
● **Claim form** must be filled out with photo(s) attached, and **submitted to support@demetracabinetry.com within 48 hours upon receipt of the cabinets.**
● Claim will be acknowledged upon receipt and Demetra will initiate a review & investigation to determine a course of action.

LEAD TIME *

*Lead time will vary depending on capacity of Demetra & our suppliers, extended lead time may apply during holiday season

	Demetra		UE	Alice	* Other Products	Countertop Installation			
	Kitchen	Vanity	Kitchen Vanity	Kitchen Vanity		Pre-Fab		Custom	
						Template	Install	Template	Install
Standard	8-10 weeks	6-8 weeks	17-18 weeks	2-4 weeks	3-10 bus. days	Not Required	7-10 bus. days	5-10 bus. days	5-15 bus. days after
Rush Order Option*	6-8 weeks	5-6 weeks	Not Offered	Not offered	Not Offered	Not Offered			

Rush Order:
● Rush fee: \$300 or 20% whichever is greater of the invoice value.
● Rush Order must be paid in full.
● Acceptance of rush order is subject to capacity and availability of materials

ORDER PICKUP AND DELIVERY

IMPORTANT!

- **WHEN TO PICKUP:** You will receive a PICKUP or DELIVERY SCHEDULE notice once your order is ready for pickup or delivery. **DO NOT arrange pickup before you get our email notice!**
- **CLEAR BALANCE (if any):** Order must be paid in full before PICKUP/DELIVERY!
- **BRING RECEIPT:** Please bring receipt or email notice to our warehouse for pickup. **Pickup is prohibited without these proofs. (Pickup time)**

● **STOREGE FEE:** Due to limited space and possible damage during storage, Demetra will only offer 5 business days of free storage for your built order. After 5 business days your order will start incurring storage fees.

	Business days (Free storage)	Fee occurs after
Cabinets	5	\$1 per cabinet per day
Other Products	10	5% of Contracted amount

● **DELIVERY*:** Offers every Tuesday & Thursday only; Delivery request acceptance cut-off by Friday at 4pm.

Mileage	<= 20 Miles	>20, <=50 Miles	>50 miles
Delivery Fee	\$250 and up as specified in delivery contract	Upcharge \$50 per additional 5 miles	Not offered

- Exclude Santa Cruz and Boulder Creek;
- 4 hours delivery window will be given the day before scheduled delivery;
- Delivery Contract must be signed off with delivery fee paid prior to the delivery.

PRICE VALIDATION & PROTECTION

PRICE VALIDATION: Prices on sales contract are good for ONE YEAR from the date of original invoice.
PRICE PROTECTION: Demetra Cabinetry offers price protection on request if you find that the current promotion is better than the offer at which you made your original deposit.
● Price protection can only be adjusted once and must be done at order finalization.
● After finalization, price adjustments are NOT permitted.

*** DEMETRA RESERVES THE RIGHTS TO AMEND THE TERMS & CONDITIONS WITH 30 BUSINESS DAYS NOTICE *** | *** DEMETRA RESERVES THE RIGHTS TO REFUSE SERVICE OR CANCEL ORDERS AT ANY TIME ***

SIGNATURE: _____ PRINT NAME: _____ INVOICE# _____ DATE: _____

Liability Waiver _V03_Effective from 2/12/2019

1. **Measurement:**
 - a. The installer and/or customer is responsible to review, verify and sign-off all plans provided by Demetra.
 - b. Plans provided by Demetra is only for visualization, estimation and Demetra CANNOT and WILL NOT guarantee accuracy and fitment. **Adjustment(s) may be necessary at time of installation by installer.**
 - c. Below are some checklist items for installer and/or customer to verify and check off, yet in NO WAY is this list complete.
 - d. Wall and floors: leveled or plumbed?
 - e. Locations of windows, doors, door frames, trim, casing, plumbing, drain, outlets, vents etc.
 - f. Ceiling height, existence of other objects and structures which may conflict with cabinetry or countertops.
 - g. Clearance / space allowed for all appliances.
2. **Alignment:** Doors and drawer fronts will need to be aligned after installation. Please refer to installation instructions. This guide can be downloaded from the Demetra's website.
3. **Edge banding**
Edge band Colors, pattern and appearance is chosen to blend with exterior selection of your cabinet. Due to limited selection of available banding we will make the attempt to come close but cannot promise an exact match.
4. **Estimated Time of Completion (ETC):**
You'll be provided with an ETC for your order, but it is **NOT A GUARANTEED COMPLETION TIME**. We will make all reasonable efforts to meet the ETC.
 - h. Many materials and hardware are sourced globally, and inventory is NOT always available. There also maybe delays in receipt of acceptable materials from third party suppliers.
 - i. Shipping delays or damages may occur from third party suppliers.
 - j. Malfunction or breakdowns in equipment and people can cause unplanned delays.
5. **Your order may be considered ready for pickup or delivery, yet be INCOMPLETE.**
 - a. This is due to parts which are on remake or back order status. It is acceptable to release these orders with the missing parts. This is done because Demetra wants to minimize disruptions to your installation schedule.
 - b. The Demetra team will arrange pickup or delivery once remakes or back orders are available.
 - c. Demetra **WILL NOT be responsible for installing any parts other than doors and drawers, nor provide financial compensation of any type.** We recommend you specify in your installation contract to have your installer return and complete installation if necessary.
6. **Your approval to begin production:**
Demetra's production department will contact you to check the status of your project the week before your order is scheduled to be built. Your approval is REQUIRED before production can begin.
 - a. This is due to limited storage space at our facility and if you are not ready for pickup or accept delivery within 5 business days of our completion date you will be charged storage fees. Please refer to our TERMS & CONDITIONS for storage fees.
 - b. Production will not take materials and fabricate your order due to possible damage and space constraints.
7. **Warpage:** Warp or twist of 3/16" of an inch or less is not considered a defect, twists are measured by placing the face of the door against a true plane surface. These tolerances only apply for the **panel size within our standard limit (Slab panel Width<=21", 5-piece door <=24", Height <=72")**, we **DO NOT** guarantee the warpage tolerances for any customized panel size over this limit. **Cabinet size tolerances are (+/-) 3/32" and not considered defects.**
8. **Any scratches, marks or labels** on the cabinet body that are not visible after installation cannot be considered a defect or qualified as a claim.
9. **Grain Matches/ Sequenced:** By default, Demetra cabinets are **NOT Grain Matched / Sequenced**. In some cases, you can choose the option to *Grain Match / Sequence* part on all of your order at a 50% upcharge. This must be specified at the time of order finalization.
10. **Color variations for natural wood cabinets (if applicable):** Natural wood cabinets will have slight variations derived from the inherent qualities and characteristics of the wood itself. These variations can be present from cabinet to cabinet and within the same door/drawer fronts and are not considered defects. Stain finishes will accentuate some of these differences due to penetration and absorption.
11. **Paint Finish Awareness Statement (if applicable):** Painted doors (along with painted drawer fronts, trims, and panels) are manufactured and finished to the same quality standards as other doors. It is important for you to understand painted doors have unique characteristics that are different from other doors and are not considered defects for claims.
Listed below are some of the differences:
 - a. These doors are made from natural wood and will expand and contract with environmental changes due to weather. As a result, hairline cracks may be visible and are not considered a defect. These cracks are commonly found in other finished doors but are not obvious because the natural grain patterns will help hide the presence of these cracks.
 - b. Natural hardwood and veneers have grain patterns and characteristics such as mineral streaks, knots, checks, sap, and heartwood, seams and joints which will remain visible through painted finishes. These are normal and not considered defects.
 - c. Dust, pits, and bumps which are found in almost all other doors will be more obvious on painted doors because it is easier to pick out imperfections in solid colors.
 - d. As all cabinets age, there will be a slight mellowing of color due to exposure to natural and artificial light. This is normal and not considered to be a defect.
12. **No Reliance on Oral Representations:** All parties affirmatively disclaim any reliance upon any oral statements, agree and acknowledge that all terms and conditions of this transaction will be contained in the written order which are binding upon all parties.
13. **No return for buffer quantity of trims and panels** (includes fillers, toe kick, mouldings, end panels, etc.) Your sales representative will try to specify buffer materials for your project. Buffer materials are specified to ensure minimal delay due to miss-cuts, minor changes in layout and to minimize joint when trimming out your installation. Demetra WILL NOT accept return/refund for the leftover materials.
14. **Claim resolution:** Demetra reserves the right to determine if items should be repaired or replaced to resolve accepted claim(s). Resolutions will be completed with the following constraints: material, availability of labor, machinery uptime, and scheduling. If it is not commercially feasible to repair or replace a defective Product, we may refund the original price paid by you for the defective product, or provide a credit towards a similar type of product sold by us. Demetra is not responsible for **any delay or labour costs & expenses** associated with products claim(s), e.g. **(1)** labour costs and expenses for the original installation, removal, or reinstallation of the Product, or defective part thereof; **(2)** labour costs or material charges for the removal, reinstallation, repainting, refinishing or replacement of any other items or building materials which must be removed, replaced, reinstalled, or refinised in order to repair or replace the defective Product or component. For example, costs associated with the following will not be reimbursed: counters, sinks, tiles, flooring, accessories, appliances or plumbing fixtures.

By signing below, I have reviewed, understand and agree to **Liability Waiver** above. I agree NOT to hold Demetra Cabinetry and/or Demetra Cabinetry's dealers responsible for these issues or characteristics stated above.

***** Demetra reserves the right of final interpretation for the content and terms hereinabove. *****

Signature: _____ Print Name: _____ Invoice#: _____ Date: _____