



MODULOGIE®

French Studio - Interior design - European Cabinetry
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contact@modulogie.com

www.modulogie.com

FURNITURE & CABINETRY TERMS & CONDITIONS

1. Design Plans & Dimensions. Modulogie design plans are created to assist the Client to visualize their design. By executing these terms and conditions, the Client hereby agrees and approves said design plans. Design plans are not provided for architectural or engineering use. All measurements, sizes and dimensions set forth herein are approximate. The purpose of the measurements is to define the cabinet sizes and their placement. The measurements are not intended as construction plans and should not be relied upon as such.

2. Change Orders. If you need to make any changes before your order is sent to the factory, you may do so free of charge. All change orders shall be reflected by an updated change order signed or otherwise approved by all parties, setting forth all changes in detail as well as any increase or decrease in the Contract price. Any revised plans and specifications, when signed and dated by the parties, shall amend all prior plans and specifications.

3. Returns/ Exchanges. This will not apply for any reason as cabinet are made on demand.

4. Receiving Your Order. The delivery team is not authorized or insured to move items other than the merchandise being delivered. At the end of delivery, please inspect your new cabinets carefully. Please make sure all merchandise is accounted for and in satisfactory condition. Any visible damage or missing merchandise must be noted on the packing slip, prior to the departure of the delivery crew. **DO NOT ALLOW THE DELIVERY CREW TO LEAVE WITHOUT INSPECTING YOUR MERCHANDISE AND MAKING NECESSARY NOTATIONS ON.**

5. Concealed Damages. You have 7 days from receipt of your order to report any concealed damages that you were unable to see at the time of delivery and notate on the packing slip. There is no recourse for concealed damages if such damages are not reported within 7 days of receipt of your order.

6. Storage Charges. Modulogie reserves the right to charge

storage fees of \$25 per day for orders not delivered within 30 days of your order. All storage fees must be paid prior to delivery.

7. Product Assembly. Modulogie wall and base cabinets are assembled; however, your general contractor will need to add side panels to the cabinets. All parts to complete this limited not required assembly are included in the cabinets' boxes. Modulogie shall not provide specifications, instructions or structural recommendations for any Modulogie products that are customized by third parties. Any customization of our product Modulogie voids the product warranty. Modulogie is not liable for any charges involving onsite product assembly or non-standard customization as specified here in or otherwise.

8. Permits, Codes & Assessments. Modulogie is not responsible for determining whether the installation of Modulogie cabinets complies with all applicable local, State and federal laws and regulations. Modulogie is not responsible for including but not limited to, carpentry, electrical and plumbing.

9. Payment Terms. Orders must be paid in full before they are scheduled for delivery. Any remaining balance will be charged to the credit card number indicated herein prior to delivery.

10. Receiving Your Order. The delivery team is not authorized or insured to move items other than the merchandise being delivered. At the end of delivery, please inspect your new cabinets carefully. Please make sure all merchandise is accounted for and in satisfactory condition. Any visible damage or missing merchandise must be noted on the packing slip, prior to the departure of the delivery crew. **DO NOT ALLOW THE DELIVERY CREW TO LEAVE WITHOUT INSPECTING YOUR MERCHANDISE AND MAKING NECESSARY NOTATIONS ON.**

11. Title. The right of possession to, and ownership of all goods and merchandise ordered under this Contract shall remain with Modulogie until all payments have been made in full.

12. Performance. Modulogie shall have no liability for delays in delivery, or inability to complete this Contract by circumstances beyond Modulogie's control, such as but not limited to, strikes, lockouts, fires, delays of carriers, government interference, inclement weather, acts of God, acts of war, civil disobedience or terrorists. In the event of delay, the final balance due on the goods ordered under this Contract shall be due upon arrival of the shipment containing said goods

13. Warranty. This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality whether expressed or implied, which warranties are hereby expressly disclaimed. Modulogie warrants only that the goods sold pursuant hereto will be of the kind, style, quality and quantity described in the Contract. Warranty for goods shall be limited to the manufacturer's specifications for quality, design, dimensions and functions. For further Warranty details, see separate warranty statement in effect at time of product purchase.

14. Limitation of Liability. Except as otherwise agreed in a specific writing signed by Modulogie, Modulogie shall not be liable for special or consequential damages, such as, but not limited to, damage for loss of other property or equipment, loss of profits or revenue, cost of capital or other claims. The remedies set forth herein are exclusive, and the liability of Modulogie with respect to the sale, delivery or installation of and goods pursuant to this Contract whether in contract, in tort, under any warranty, or otherwise shall not exceed the difference between the price of the goods as specified in the Contract and the value of the goods as delivered by Modulogie.

15. Variation in Goods. Delivery of goods pursuant hereto shall be subject to normal variation in weight, color, size, and quantities as are on dimension. Any variation in wood laminate grains should be expected.

16. Statute of Limitations. No cause of action for breach of contract shall be commenced except within one year of the date of the receipt of goods.

17. Breach of Contract. Modulogie retains the right upon breach of Contract by you to sell any goods or merchandise in Modulogie's possession. In the event Modulogie resells the goods due to your breach of this Contract, you will remain liable for any net deficiency on such resale.

18. Returned Check. In the event that Modulogie receives a check in payment for the goods and such check is returned unpaid to Modulogie due to insufficient funds or for any other reason, the one and one-half percent (5%) service charge for each month following the payment due date during which the check remains unpaid will continue to accrue until cash is finally received in payment of the returned check. Additionally, any such returned check will be subject to a separate one-time service charge equal to \$40.

19. Entire Agreement. This Contract contains the entire agreement between the parties. There are no other agreements, verbal or otherwise between the parties except as contained in this Contract, with addenda, or as contained in valid change orders. If a court of competent jurisdiction declares any provision of this Contract invalid, the remaining provisions of this Contract will remain in full force and effect.



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