

IN CONCLUSION

Remember, your home is a personal retreat against the day-to-day stresses of life. Within your home, your pattern of living is uniquely customized to your needs and individuality. You should expect and be prepared for certain emotional reactions as your lifestyle is temporarily disrupted. When our work is completed, however, the temporary inconveniences will be small in comparison to the years of enjoyment your new kitchen and or bath will bring. It is our staff's dedication and desire to make this experience and resulting product everything you want it to be.

Please refer to the attached Warranty for an explanation of the terms and conditioned of our service liabilities as well as our service program. Receipt of your complete final payment constitutes the validation of your Warranty period.

LIMITED AND EXTENDED WARRANTIES

Modern Cabinets LLC warrants that its cabinets shall be free from defects in material and workmanship under normal and proper use for a period of one year from date of manufacture.

This warranty shall not apply to any damage to or defect in your cabinets and countertop, which is caused by any accident, abuse, misuse, water damage or neglect. This warranty shall not apply to natural wood features, conditions, normally characteristic of the manufacturing or finishing process. Non-fulfillment of the contractual agreement by the consumer will void this warranty.

This warranty does not apply to any **Modern Cabinets LLC** product that has been improperly installed or stored by another other than **Modern Cabinets LLC**.

The obligation of **Modern Cabinets LLC** under this warranty shall be limited to repairing or replacing the defective product or part thereof at the option of **Modern Cabinets LLC** In the event that **Modern Cabinets LLC** shall replace any defective **Modern Cabinets LLC** part, such replacement shall be warranted only for the duration of the original one-year period referred to above.

You may have additional warranty coverage by individual manufactured components. Please refer to the list below.

Corian: 10 years, material and labor

Themo vision & Premoule cabinet components: 5 years, material only

Cast Polymer Vanity Tops: 5 years, material and labor

Hinges & Drawer Slides: Lifetime, material only

In keeping with its continuous refinement policy, **Modern Cabinets LLC** reserves the right to alter specifications, styles and products without general notice or obligation to make similar changes in its products previously produced or sold. If there are any questions concerning this warranty, please contact **Modern Cabinets LLC** factory showroom at the above address.

In the event service repair or adjustments are required after the warranty period, we will be happy to provide our services at the present labor rates. The replacement cost of parts will be determined upon examination.



PURCHASER'S GUIDE

This guide has been designed to help you understand the manufacturing, delivery and installation process of your project and the limits of our responsibilities as contractors.

Thank you for selecting **Modern Cabinets LLC** We are quite certain you will be pleased with the quality of workmanship and materials that we install into your home and are confident that it will serve you for years to come.

At best, remodeling is a difficult experience. Inconveniences such as noise, messiness and time delays are simply unavoidable. If you know what to expect, however, it becomes easier to adjust. We urge you to carefully read this guide to better familiarize yourself with the process and procedures of the overall project. We believe it will eliminate many unnecessary misunderstandings and will enable you to clearly understand exactly what our responsibility is as the contractor and your responsibility is as the purchaser.

PRECONSTRUCTION

Prior to receiving the contract for work to be performed, please study, and familiarize yourself with the completed prints to be certain you are satisfied with the design, materials, colors, specifications and dimensions to be used. You will be required to sign off on the completed drawings prior to performing any work. It is our policy to create and maintain the best possible reputation for fair dealings and integrity. Therefore, the policy of our company is to put all agreements in writing. We will not change or construct anything without a written and signed change order nor will we be responsible for delays due to unsigned or incomplete change orders. You will receive a copy of the signed change order. All changes that reflect additional costs to the original contract must be paid in advance.

DRAWINGS

Please review your drawings and specifications carefully because your cabinetry and countertops will be constructed and installed based upon the information represented in these drawings. Therefore, if there is an item you feel we have inadvertently failed to include, call us immediately. Anything not included on the drawings at time of signing will be considered an extra cost and will be added only per a **Change Order**.

SCHEDULING

Upon us receiving the signed contract and deposit you will be given an installation date. This will be the firm date contingent upon delays beyond our or your control. If you, your contractor or anyone other than a representative from **Modern Cabinets LLC** needs to change the original installation date, we will reschedule according to the next available installation opening on our calendar. This may amount to 2-6 weeks from the original installation date.

JOB FLOW

Sometimes in the flow of the job, you will find a great majority of work completed at a fast and smooth pace, while at other times unforeseen circumstances as well as unfortunate oversights can cause apparent slow downs. This is a common occurrence and should not be a cause for alarm or panic. Please be aware that many obstacles exist during the installation process such as out of square walls, out of level floors and ceilings, mechanical or electrical obstructions, etc. These conditions are normal and are addressed in many tactical ways. When we find it necessary, we will address issues of concern with the customer or contractor to establish the best resolve for the situation. As the job nears completion the installer and or salesperson will discuss with you any unfinished items and write them on a completion punch list. Occasionally, due to order delays or unavoidable circumstances the job is temporarily halted at a near completion stage. Once there is mutual understanding of the modification or alteration to be made, we make every effort to immediately commence any adjustments, remakes or repairs to complete the job. Keep in mind that custom made parts, remakes and components may take considerable time to complete. We prefer not to rush components to the extent that we compromise quality. We will be persistent and diligent in completing the project in a timely manner. We will not be obligated or liable for compensation due to unforeseen delays or circumstances.

During installation, it is important to understand that work areas can become cramped and confined. Please do not bring in subcontractors until we are finished with our work. This can create tension among everyone and have a negative effect on the overall outcome of the job. Our designers and/or installers can advise you as to when you may bring in electrical, plumbing or mechanical contractors to complete their tasks.

TEAR OUT / RIP OUT

“**Tear out or rip out**” indicates that we will remove and cart away all cabinet and or countertop components from the job site on a predetermined date. You will be responsible for removing everything from the countertop surface as well as cabinet interiors and placing them in a room other than the immediate work area. We do not disconnect appliances, sinks or mechanical components or remove them from installed locations nor are we responsible for their disposal. We are not responsible for contracting plumbers, electricians or mechanical personnel.

“**No tear out or rip out**” means you will remove and discard all cabinets, countertops and appliances from the work area. You will be responsible for moving any appliances or debris into rooms away from the immediate work area. All related pre-plumbing, electrical or mechanical work provided by you must be completed prior to any new installations.

COUNTERTOP ONLY INSTALLATION (ALL TYPES)

Prior to **TEAR OUT INCLUDED**. Please remove everything from the countertop surface as well as everything in the bottom base cabinets. Remove the drawers with all items left in them and place them in another room away from the work area. We do not disconnect appliances, sinks or mechanical components or remove them from their installed locations nor are we responsible for their disposal. We will not regrout or take responsibility for tiles that may become loose, chip or break in the tear out process.

If you perform the tear out, you will be required to remove and discard all the countertops and backsplashes. Please remove all items in the bottom cabinets. The drawers may be removed with all items left in them and placed in another room. You will remove all applicable appliances away from the immediate work area and replace them when we have completed our installation.

In choosing high pressure laminate as your countertop surface, you have chosen a product that is decorative and inexpensive. The surface itself is scratch resistant to a mild degree and with proper care and caution will look and last many years. Due to the nature of this product, it is susceptible to expansion and contraction, whereas tight seams may open and be damaged by water exposure.

The common sub straight used under the high-pressure laminate is a commercial grade particle board, it is used for its stability and cost effectiveness. It is important to note that this product is susceptible to expansion when exposed to water especially where there may be seams and joints near sinks and dishwashers.

If high pressure laminate is the product of choice, you may request an exterior grade sub straight for an additional cost which will warrant water damage from one to three years.

NON-INSTALLED JOBS

The customer will be responsible for all aspects of the installation process. In the uncommon event where a component or part is damaged or manufactured incorrectly, we will work promptly to correct, replace or repair the component that will complete our contractual agreement. We will not take responsibility for any additional cost or expenses incurred due to delays, reinstallation, and additional trips by subcontractors or installers.

AREAS OF CONCERN

Because of the nature of the work, installations are disruptive. You will experience an increase of dust and dirt in your house. Our men make every effort to keep this to a minimum and broom clean after each day of progress. You can be helpful by protecting carpeted walking areas with old sheets, plastic or paper runners. Our workmen are courteous and professional. Please allow them access to your phone and bathroom.

METHODS

Even in the world of custom cabinetry there are standards in construction methods and materials. Most of which may be alternated with the potential of additional expenses. It is the responsibility of the customer to carefully review these methods as we will not alter standards mid stream or after construction at the expense of **Modern Cabinets LLC**.

IMPORTANT INFORMATION

Because no two trees look alike and even select woods vary in color and character markings such as streaks, knots and grain patterns. Since the stains may attract differently to these grain patterns, some natural light and dark areas may result. The beauty lies in these natural variations of color and grain that give each cabinet its own individual charm.

The beauty of these products is protected with a furniture-quality catalyzed exterior finish. After a period of time, there may be changes in the finish color as it ages in its surrounding conditions. Due to this natural aging process, the finish can also “deepen” over time, darkening the color of the wood or creating a “shadowing” effect where doors overlap the frame. These are inherent characteristics of the finish, and the natural aging process adds to the unique appearance of the cabinetry. When adding new components to existing cabinetry at later dates these minor differences in tone may not match the finish and color of aged components. We make every effort to come as close as possible to the existing finishes. We do not guarantee color matches.