

Purchase Terms & Conditions

LU Kitchen & Bath Inc. DBA: Lu Cabinet & Granite

Shade and Grain Variations: Lu Cabinet & Granite shall do its very best to provide our customers with the most accurate color samples as possible. However, Color shade or/and wood grain variation is to be expected when purchasing a natural product such as wood. All wood species are a product of nature and therefore Lu Cabinet & Granite offers no guarantees on variations in color.

Samples: Are available upon request. Ask your Lu Cabinet & Granite representative for more info.

Measurements: It is the responsibility of each client to provide Lu Cabinet & Granite with accurate measurements of their space(s). Lu Cabinet & Granite recommends hiring a professional contractor, installer or finish carpenter to assist with this process if the client is not 100% confident in their ability. It is recommended that the same professional who will be completing the product installation, be involved in the measuring process. Professionals who are trained in the field are more likely to catch potential installation issues during the measuring process than a typical homeowner is. If needed, Lu Cabinet & Granite will try to help each client with a free design with our best knowledge. However, Lu Cabinet & Granite is in no way shape or form responsible for the measurements provided to clients or their hired professional. Final measurements and verification by each client and/or with his/her installer are strongly recommended.

Construction projects typically change during the process. The design dimensions provided by Lu Cabinet & Granite will be exact and based on the information provided by the client. Should any information change during the construction process, it is the responsibility of the client to inform Lu Cabinet & Granite of such changes prior to ordering. It is the responsibility of the client to ensure they are providing Lu Cabinet & Granite with accurate and updated information and dimensions at all times.

<u>Take-offs/Drawings</u>: Lu Cabinet & Granite will provide custom drawings for each space. It is the responsibility of each client to verify that the drawings provided accurately reflect the space they represent.

Ordering: All orders placed with Lu Cabinet & Granite are considered 'Special/Custom Order' and are not stock items. Therefore, 100% payment is due at the time of purchase to secure the purchase and orders may not be changed.

<u>Delivery</u>: Delivery is available on orders for minimum charge. Ask for details

<u>Additional Payment Information:</u> Lu Cabinet & Granite accepts all major credit cards as well as E-Check/ACH/Cash

Order Cancellations: All orders are final and cannot be cancelled at any time for any reason.

Lead Times: Lu Cabinet & Granite will act on their client's behalf as a purchasing agent between the client and the manufacturer/distributor. Lu Cabinet & Granite shall use reasonable effort to expedite their client's orders, however, clients should not expect any lead times faster than those as outlined in their contract agreement with Lu Cabinet & Granite (typically 2-3 weeks, depending on product selection). Lu Cabinet & Granite is not responsible for extended lead times for any reason.

<u>Delivery & Storage</u>: Products will be delivered to one of our store/warehouse location in which each client's choice at the time of purchase. Deliveries are handled by local moving and logistics companies to each store



warehouse. Products stored in our facility more than fourteen (14) days, may be subject to storage fees. Such storage fees are the responsibility of the client.

If the client is not ready to pick up the order once it arrives in our warehouse after fourteen (14) days, Lu Cabinet & Granite recommends client to storage the cabinet order in a climate-controlled storage area. Any other type of storage may void the manufacturer's warranty.

Material Inspection: Customers MUST be inspected at the time of delivery, it is the responsibility of each client to inspect their purchase within the allotted time frame as noted in the signed order contract. Any damage, manufacturers defect or incorrectly shipped items must be properly documented on the provided shipping manifest that will accompany the order delivery. Lu Cabinet & Granite may also require photographs of damaged items. No claims of any nature will be considered upon the earlier of 1) the product is installed or 2) inspection time frame from product arrival have passed.

Replacement Items: Should your order require any replacement items for any reason, replacement items will be re-shipped by the manufacturer as quickly as possible. In some cases, this may be within a few days, however, in most cases, this will be within a couple of weeks due to the nature of each item being built to order. Lu Cabinet & Granite and our suppliers are not responsible in any way for any issues or additional charges such delay might cause.

Installation: Each client is responsible for proper and professional installation of their products purchased from Lu Cabinet & Granite. Whether the client chooses to take on this task themselves or to hire a professional, Lu Cabinet & Granite is in no way responsible for installation of their products. Proper installation is typically beyond the capabilities of many homeowners and therefore, Lu Cabinet & Granite recommends hiring a professional contractor, installer or carpenter. Installation guides are available from upon request.

Returns: All purchases are final. Lu Cabinet & Granite will accept no returns at any time for any reason.

<u>Warranties:</u> Each of Lu Cabinet & Granite represented manufacturers offer their own product warranties. All products purchased from Lu Cabinet & Granite are accompanied by such warranties. Lu Cabinet & Granite offers no additional warranties. Warranties cover parts only.

Labor to replace warrantied parts is the responsibility of the client.

Products: All products sold by Lu Cabinet & Granite are outsourced by the represented manufacturers. Lu Cabinet & Granite does not produce or directly ship any of the products represented throughout our website or showroom. Therefore, Lu Cabinet & Granite has no control over the packaging material or shipping methods utilized.

Privacy Policy: It is Lu Cabinet & Granite's policy to never share our clients contact information or divulge any information about their projects for any reason.

Legal Action: In the event of legal action, Fresno, CA will be the venue for litigation. Choice of law will be Campagna & Campagna. Clients who purchase from Lu Cabinet & Granite waive their right to litigate outside of Fresno County, CA or under any other states law.

Lu Cabinet & Granite reserves the right to change these terms and conditions at any time.