



Account Policies

Definition of Terms

Innovation/Innovation Cabinetry – Innovation Cabinetry, L.L.C.

Buyer – The Company with an established account with Innovation to order the products and services discussed herein.

Buyer's Agent – A person over 18 years who is designated to order, inspect, and/or accept products by Pickup, Delivery, or Shipment.

End-user – The Person or entity serving as the Buyer's customer and/or the intended owner-to-be of products and services being provided

Products:

Flat Pack – Cabinetry ordered by the Buyer to be provided unassembled in their original boxes or wrappings.

Assembled – Cabinetry ordered by the Buyer to be provided fully put-together for installation.

Modified – Cabinetry which has been cut, drilled, re-sized or otherwise altered.

Pickup – Products received by the Buyer or Buyer's Agent at the Innovation office or warehouse facilities.

Delivery – Transport of products made by an Innovation owned, rented, or leased vehicle.

Shipment – Transport of products made by a third-party carrier.

Residential Delivery/Shipment Sites – Single or multi-family residences and businesses which are zoned residential.

Commercial Delivery/Shipment Sites – Business, government office, and other locations zoned other than residential.

Inspection – Checking to verify the quantity and quality of products and their boxes or wrappings.

Packing List – Innovation's list accompanying the delivery or shipment of products by quantity, name, and description, and/or product code.

Bill of Lading – Shipping carriers list sent with shipments to be signed by the Buyer or Buyer's Agent.

Sales Order (or Invoice) – Innovation's numbered document which has all pertinent sales information and dates

Return – To bring back to Innovation the non-damaged, unwanted products for credit or refund.

Exchange – To bring back to Innovation the non-damaged, unwanted products for replacement with other products.

Damage Claim – A notice of receipt by the Buyer of damaged products (scratched, dinged, broken) which occurred before their acceptance by the Buyer.

Defect Claim – A notice of receipt by the Buyer of defective products (factory-caused color, warping, other) which occurred before acceptance by the Buyer.

Warranty Claim – A notice to Innovation by the End-user of product failure subject to the limitations and conditions detailed in the Limited Warranty which occurred after receipt and acceptance by End-user.

Buyer is Responsible for Order Details

- Innovation is solely responsible for providing its product and services to the best of its ability in accordance with Buyer's request. Innovation's products and services are available on a first come first-serve basis
- Some products and/or services may become unavailable due to high demand, low supply, extended times in obtaining materials, and other circumstances beyond its control. Innovation will only accept responsibility for products and services immediately available and makes no representation regarding any time needed to obtain or acquire sufficient supplies to Buyer.
- Buyer accepts full responsibility for the accuracy of designs, floorplans, and quotes and holds Innovation harmless against all claims and losses resulting from inaccuracies, errors, and/or omissions.
- Buyer must verify all order details and make any necessary changes prior to approving and paying.
- A twenty-five dollar (\$25) non-refundable service fee will be charged to Buyer for each occurrence of changing an order after it has been approved and paid by the Buyer. Innovation accepts no responsibility for omissions or errors.
- Once paid, orders for assembled and modified cabinets are sent for the work to begin. Orders for assembled or modified cabinets cannot be changed once the order has been approved and paid by the Buyer.

WAREHOUSE PICKUP POLICY

Receiving Products by Pickup

- Buyers must consult with their Sales Account Manager to confirm the correct location for order pickup.
- Buyer should ensure that the "Promise Date" Shown on the Sales Order is the date of pick. Orders not picked up within five (5) business days after the Promised Date will be subject to storage fees. Please refer to innovation's Terms and conditions.
- Orders are NOT pulled in advance. Buyers are served in order of arrival at the warehouse dock.
- Buyer or Buyer's Agent must receive, inspect, and sign the warehouse paperwork to accept all pickups. Buyer's Agent must be at least 18 years old with no impediment to inspecting and signing for the pickup.
- A valid photo I.D. and Paid Sales Order must be presented when picking up an order. Buyer is responsible for bringing supplies to secure and protect products being picked up.
- Innovation personnel are not permitted to load, strap, stack, tie down, secure, or cover products in or on any vehicle other than those owned by Innovation.
- Last pickup time is 4:30pm and is strictly enforced.



TRANSPORTATION POLICY

Delivery and Shipment General Terms

- All products are delivered and shipped F.O.B. Innovation's warehouse unless a special written agreement is executed between Innovation and the Buyer
- The responsibility of Innovation Cabinetry LLC ("Innovation") for the integrity of the shipped product ceases upon transfer of product in good condition to 3rd party shipment carrier. See below for damage claims.
- All product(s) are shipped at the Buyer's own risk, except for those instances where Innovation undertakes deliver of its product via Innovation owned vehicles.
- Innovation is not responsible for any delay in delivery or shipment caused in whole or in part by circumstances beyond its reasonable control, including but not limited to acts of God, fires or accidents, strikes or other differences with workers, war (whether declared or undeclared), riots, embargoes, delays by carriers, delays in shipping or receipt of materials by suppliers, or any legislative, administrative or executive law, order or requisition of the federal or state government or any subdivision, department, agency, officer, or official thereof.
- Innovation is not liable in any event for any damages (whether direct, general, incidental, consequential, or other) cause by Innovation's failure or delay in performance of deliver or shipment, if Innovation is unable due to any cause beyond its control to supply Buyer's total demand for products. Innovation reserves the right to allocate its available supply to any of its customers, branches, and/or affiliates, in any manner Innovation deems reasonable.

Notification Required for Delivery or Shipment

To ensure the safe and efficient transport of products, Buyer must report the following conditions at the time of order:

- Whether the delivery is to a residential or commercial site.
- All property restrictions on commercial vehicles, any gates, gate codes, loading docks or ground-floor offloading, need for tailgate, or any other pertinent information regarding access or use of small or large trucks.
- Potential hazards concerning pavement conditions, turning limitations, low overhead clearance, or obstructions.
- The name and phone number of the Buyer's Agent who will meet, inspect, and sign for the delivery or shipment

Buyer's Failure to Receive Delivery or Shipment

- No delivery or shipment will be made without Buyer or Buyer's Agent being present to accept it.
- If there is no Buyer or Buyer's Agent present when the truck arrives with the products, the deliverer will attempt to contact the Buyer or will wait no more than 15 minutes for their arrival.
- If there is no Buyer or Buyer's Agent present after 15 minutes from the time of delivery or shipment, the driver will NOT OFFLOAD products. Buyer will be responsible for paying the cost of any unmet delivery or shipment, plus the full (non-discounted) cost of the truck returning and making a future delivery

Receiving Products by Delivery or Shipment

- Buyer must remove all obstacles that might hind ether carrier's shipping agent or Innovation Delivery associate. Drivers CANNOT clear an area of obstacles, including moving or removing items.
- Shipments will only be made to the ground level or loading docks.
- Deliveries will only be unloaded to the ground, pavement, or by pallet jack to the nearest on-site dry location (e.g., garage, porch) if there is a paved driveway. No products will be carried over a rough or unpaved ground surface.
- Deliveries cannot be carried into a residence or commercial building.
- Buyer or Buyer's Agent must be present to receive, inspect and sign to accept all deliveries and shipments. Buyer's Agent must be at least 18 years old with no impediment to inspecting and signing for delivery and shipment.
- Immediately upon receipt, Buyer or Buyer's Agent must inspect the delivery or shipment and compare contents to the packing list and bill of lading; then sign for count and pallet count and note any discrepancies or damages.
- Signature on the Bill of Lading by Buyer or Buyer's Agent indicates inspection of quantity and quality has been performed and all visible damage(s) are noted. A signature indicates acceptance of the delivery or shipment.
- Buyer or Buyer's Agent acceptance of the delivery or shipment without notation of visible damage on the Bill of lading will result in any claims of loss for visible damages being denied. Buyer or Buyer Agent's failure to keep shipping cartons, packing materials, and all products intact for Innovation's inspection in the event of hidden damages will result in denial of claim for hidden damages.
- Photographs should be taken from multiple angles of all damaged boxes and products at the time of delivery.
- Buyer or Buyer's Agent must unpack and inspect all delivery and shipment for hidden damages or defects **within 24 hours** of receipt.



CLAIMS AND POLICIES

Shipping Discrepancies and Damages

- Carriers strictly enforce a 72-hour time limit on claims for hidden damage. To make a claim to the shipping carrier for hidden damage discovered after products are received and Bill of Lading signed, Buyer or Buyer's Agent must keep the shipping carton, packing material and all products intact and arrange for inspection by the carrier's agent. All errors and damages must be reported in writing via email to customerservice@innovationcabinetry.com and must include the sales order or invoice number, the photographs, and a description of the error or damage. Innovation will assist in processing claims to third-party carriers.

Innovation Delivery Discrepancies and Damages

- Buyer must report discrepancies and damage claims via email to customerservice@innovationcabinetry.com within 24 hrs. and provide the sales order or invoice number, the photographs, and a description of the error or damage.

Damage and Defect Claims

- Claims may be made only for the damaged or defective components of cabinets. Innovation reserves the right to replace only the damaged or defective components unless it is best to replace the entire cabinet.
- Damage claims must be placed within **24 hrs.** of receipt.
- Defect claims must be made within **30 calendar days** from the date of purchase/payment.

Warranty Claims

- Innovation Cabinetry reserves all rights to deny claims that do not conform to its policies.
- To make a claim under Innovation's Limited Warranty, the Buyer's customer (End-user) will be directed to first contact the Buyer to begin the Warranty Claim process.
- Innovation must verify the date of purchase and the products purchased to extend benefits from the Warranty.
- Buyer should use references to their end user when ordering and retain orders or invoices of product purchases.
- Report all warranty claims to customerservice@innovationcabinetry.com and provide photographs and the valid Innovation Cabinetry sales order/invoice.

Online Advertising and E-commerce Policy for Endura Outdoor Cabinetry

- Direct Online Sales and Online Listings: Starting from the Effective Date indicated above, we discourage the sale of Endura Outdoor Cabinetry products directly through online e-commerce platforms. This includes but is not limited to, your company's website, third-party online marketplaces, and social media platforms where customers can complete a transaction and purchase the product directly. Instead, we suggest cabinets and vignettes be showcased online with the phrase "CALL FOR QUOTE," and the sale can be finalized over the phone. This will allow for the best customer experience by answering the customers' questions and providing an accurate design, order, delivery, and installation of the Endura product.
- Sales Inquiries and Lead Generation: We highly suggest that customers visiting your online listings for Endura Outdoor Cabinetry products should be encouraged to inquire about the products through contact forms, emails, or other non-direct means. You may also use these listings as lead-generation tools to capture customer information for future offline sales interactions.

RETURN, EXCHANGE & REFUND POLICY

Important Timeframe and Processing Restrictions

- Requests for returns, exchanges, and/or refunds must be made within 30 calendar days from the date of purchase/payment and must be accompanied by the valid Innovation Cabinetry sales order/invoice.
- All return requests must be accompanied by a Return Merchandise Authorization (RMA) issued by Innovation Cabinetry. Upon receipt of the returned merchandise, a credit will be issued; this process may take up to 72 hours.
- ALL SALES ARE FINAL FOR MADE-TO-ORDER CABINETRY, including Endura, EDGE, and URBAN doors/drawers, finished panels, toe kicks, and fillers.
- All approved returns and exchanges after the above-prescribed period will be subject to a 25% restocking fee.
- Products must be inspected by Innovation Cabinetry prior to acceptance for return.
- Products to be returned or exchanged must be in original (unopened) boxes and re-sellable condition. Boxes cannot be wet or damaged and must be free of dirt, paint, markings, etc.
- All hardware must be undamaged and free from scratches, dirt, paint, markings, etc.
- Open-boxed, modified, and/or assembled full cabinets CANNOT be returned or exchanged under any circumstance.
- Products damaged in transit when shipped from Innovation via a freight carrier CANNOT be returned to Innovation.
- Innovation Cabinetry reserves all rights to refuse to accept any product for return and/or refund.



I have read and agree to the Account Policies, and our company agrees to be bound by such Account Policies to remain an active Innovation Cabinetry, L.L.C. customer. The signature below is submitted to obtain purchasing privileges, and I/We certify that all information here is true and complete. The number shown on the Account Application accompanying this form is the correct taxpayer identification number for the applicant and entity. I/We agree that this account will only be used to purchase merchandise for commercial or business purposes, not for personal or family purposes.

Company Name	Date
Printed Name of Authorized Individual	Title
Signature of Authorized Individual	