



TERMS AND CONDITIONS

1. **COMPLETE TERMS:** Sales and quotations by Innovation Cabinetry, LLC, a Florida Limited Liability Company ("Innovation"), are governed by these Standard Terms and Conditions of Quotation and Sale (Terms and Conditions").
2. **RIGHT TO CHANGE TERMS AND CONDITIONS:** Innovation reserves the right to change, alter, delete, add to, and modify the Terms and Conditions with notice from an officer of Innovation to the Buyer delivered by mail and/or email to Buyer's verified address(es). All such changes will be valid upon such delivery by Innovation to Buyer. Terms and Conditions will be posted on Innovation's website (www.innovationcabinetry.com). Buyer should periodically review the posted Terms and Conditions.
3. **CHANGES TO BUYER:** Buyer agrees to maintain the commercial entity name as listed on their account or notify Innovation of all changes to their legal name. Buyer agrees to notify Innovation of all changes to its ownership and officers, as well as to its Authorized Buyers. Furthermore, Buyer agrees to notify Innovation of all changes to its contact information, including legal and mailing address, email address(es), and phone number(s). All notices of change to Buyer must be sent in writing to the Innovation office with which the account has been established; and may be sent via mail or via email to customerservice@innovationcabinetry.com.
4. **CHANGES TO PRODUCTS AND SERVICES:** Innovation makes no representation of a permanent or long-standing offering of product types, colors, styles, or specifications and reserves the right to change some or all product offerings – along with some or all service offerings – without prior notice to Buyer. Buyer agrees to hold Innovation harmless against all claims of loss or inconvenience resulting from such changes.
5. **MISREPRESENTATION OF RELATIONSHIP WITH INNOVATION:** Buyer shall not, in any way private or public, represent itself as a branch of, exclusive Dealer of, or affiliate of Innovation.
6. **PRODUCT LABELING AND USE OF IMAGES:** Buyer shall not, without Innovation's express written permission, re-label, private-label, or misrepresent Innovation's products or product images in any way other than as presented by Innovation; including, but not limited to presenting Innovation's products and/or images as Buyer's own. Buyer shall not use in private, public, or Buyer's website any Innovation product images in any way which misrepresents the names, styles, colors, hues, finishes, specifications, or warranty determined by Innovation Cabinetry. Please reference Innovation Cabinetry's Commercial Copyright License Agreement for complete usage details.
7. **QUOTATION OF PRICE:** All written quotations of price ("Quote") made by Innovation will be valid for a period of thirty (30) days, without exception, from the date of the Quote generated by Innovation. Innovation under any circumstance will not honor verbal quotations of price.
8. **BUYER RESPONSIBLE FOR ACCURACY:** Buyer must review all designs, floorplans, and quotes for accuracy; verify all order details; and make all necessary changes prior to approving and paying for orders. Innovation accepts no responsibility for omissions or errors.
9. **TERMS OF PAYMENT:** Terms of payment shall be as set forth on Innovation's acknowledgement or invoice. If Buyer fails to pay any sum owed hereunder when due, interest shall accrue at the rate of one and a half percent (1 ½ %) compounded per month or the highest rate allowed by law, whichever is lower, including collection expenses. There is a thirty-five-dollar (\$35) service charge applied on each returned check.
10. **FINANCIAL RESPONSIBILITY:** Any credit terms offered by Innovation are available only for so long as Buyer complies with all its obligations under these Terms and Conditions, including, without limitation, the provisions requiring timely payment of invoices within stated terms. If credit terms are no longer available, Buyer shall pay cash in advance for all purchases. If Buyer defaults on payment due, or Innovation shall have any doubt at any time as to Buyer's financial responsibility, Innovation at its option and sole discretion, without prejudice to any of its other rights or remedies, may (a) decline to make further shipments or deliveries except upon receipt of prepayment in cash or upon giving of other security satisfactory to Innovation, (b) suspend all shipments and deliveries until default is corrected, or (c) terminate the sale. Nothing in this paragraph is intended to affect the obligation of Buyer to accept and pay for the products. In any event, Buyer shall remain liable for all loss and damage sustained by Innovation because of Buyer's default.

Initial



11. **TAXES:** All sales tax, excise taxes, or other forms of taxes levied against this transaction shall be paid by Buyer over and above all other sums Buyer is or may become obligated to pay hereunder. These taxes are in addition to the purchase price of the products subject to an order. If Buyer is exempt from tax, an original signed tax exemption certificate must be submitted to Innovation. Without a valid signed tax exemption certificate on file at Innovation all applicable taxes will be charged to the Buyer.
12. **CHANGE ORDERS:** A twenty-five dollar (\$25) non-refundable service fee will be charged to Buyer for each occurrence of Buyer changing an order after it has been paid.
13. **CANCELLATION AND RETURNS:** Due to the internal costs associated with processing and filling an order, cancellation after an order has been fulfilled (received by Buyer or Buyer's Agent, or delivered, or shipped) will be treated the same as returns. Returns of standard products must be made within thirty (30) calendar days from the date of purchase/payment. All returned items, including accessories, must meet Innovation's Return Policy. All returns will be subject to a 50% restocking fee. Modified and/or assembled products cannot be returned.
14. **DELIVERY OR SHIPMENT:** Shipment shall be F.O.B. Innovation's warehouse (unless otherwise specified on documentation acknowledging Buyer's order) whereupon title shall pass to Buyer. Delivery by Innovation's own vehicles are F.O.B. Buyer's delivery site whereupon title shall pass to Buyer. Every effort will be made to effect delivery at the desired time, but delivery dates are not guaranteed.
15. **STORAGE FEES:** Purchased items not picked up by Buyer within five (5) business days after the Buyer receives Ready for Pickup notification are subject to storage fees, including, but not limited to a daily fee of thirty-five dollars (\$35) or one percent (1%) of invoice value of items stored at Innovation, whichever is higher.
16. **SHIPMENT AND CLAIM OF DAMAGE:** In case of claiming damage and loss in transit for any shipment of F.O.B., it is the Buyer's responsibility to claim through the freight broker once the products leave Innovation's warehouses. Please refer to the Transportation Policy and the freight company's claim policies and procedures.
17. **NO DEDUCTION:** Buyer shall not be entitled to deduct from the price invoiced to it by Innovation the amount of any claim asserted by Buyer against Innovation unless such claim shall have been allowed, in writing, by Innovation. The provisions of the preceding sentence are of the essence of the sale.
18. **WARRANTY:** THE WARRANTIES SET FORTH IN INNOVATION'S PRODUCT CATALOG, SPECIFICATION BOOK, OTHER LITERATURE, AND WEBSITE ARE EXTENDED IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INNOVATION'S WARRANTIES EXTEND ONLY TO THE END-USER OF THE PRODUCTS. THEY ARE NOT INTENDED TO, AND DO NOT, EXTEND TO ANY SUBSEQUENT BUYER OR USER, NOR MAY THEY BE TRANSFERRED TO ANY OTHER PERSON, UNLESS OTHERWISE SPECIFICALLY STATED IN WRITING BY AN OFFICER OF INNOVATION. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF INNOVATION AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN REGARD THERETO, AND IN NO EVENT SHALL INNOVATION BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
19. **INDEMNITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD INNOVATION (INCLUDING ITS AFFILIATED COMPANIES, AGENTS, OFFICERS, AND EMPLOYEES) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR OTHER LITIGATION (INCLUDING, WITHOUT LIMITATION CLAIMS FOR ACTUAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES, AND ALL COSTS THEREOF AND ATTORNEYS' FEES), OF EVERY KIND AND CHARACTER ON ACCOUNT OF PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DEATH OR OTHER LOSS IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH (1) BREACH OF THE WARRANTIES AND REPRESENTATIONS PROVIDED HEREIN; (2) ANY MISREPRESENTATIONS MADE BY BUYER HEREIN; (3) ANY BREACH OR DEFAULT UNDER THE APPLICATION AND AGREEMENT; OR (4) IMPROPER OR IN ANY WAY DEFICIENT MODIFICATION, ASSEMBLY, INSTALLATION, OR USE OF INNOVATION-PROVIDED PRODUCTS.
20. **GOVERNING LAW; VENUE AND JURISDICTION:** All issues concerning the formation, performance, or interpretation of a contract regarding the sales on this account shall be governed by the laws of the state of Florida, and any dispute between Innovation and Buyer will be resolved in Hillsborough County, Florida, the prevailing party in that dispute entitled to its cost and reasonable attorney's fees.

Initial



21. **SEVERABILITY OF TERMS:** If any phrase, clause, or provision shall be declared void, the validity of any other provisions shall not be affected thereby.

I have read and agree to the Terms and Conditions and our company agrees to be bound by such Terms and Conditions to remain an active Innovation Cabinetry, LLC customer. This application 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: _____

Name: _____

Title _____

Signature _____

Date: _____