

## Terms & Conditions - Doors & Millwork V1.3

### DEFINITIONS:

1. The Client refers to the party or parties described in the Proposal
2. Contractor means Elliott Finish Carpentry

#### 1. Client's Responsibilities

1.1 Upon install, The Client is responsible to supply electrical utilities unless otherwise agreed to in writing.

1.2 The Client is responsible to remove or protect any personal property and the Contractor is not responsible for the same or for any carpets, drapes, furniture, driveways, lawns, shrubs, etc.

\*Drop cloths and Ramboard floor covering will be used in high traffic areas. Cleanliness is one of our top priorities

#### 2. Representations by Contractor

2.1 Client has reported to Contractor all conditions known to Client which may not be apparent to Contractor and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the job site, prior defective work of others, latent defects in the plans or specifications, earlier attempts to do similar or related work, obligations imposed by government and homeowners association regulations.

#### 3. Alterations

3.1 Any alteration or deviation from scope of work involving extra costs will be discussed between both parties and may require an additional signature. All agreements are contingent upon strikes, accidents, or delays beyond the Contractor's control.

#### 4. Material, Delivery & Installation

4.1 When the Contractor is also supplying material; The time of delivery and installation are only an estimate. Once signed proposals are received, the Contractor will make their best efforts to deliver the doors on time. The Contractor cannot however be responsible for any delays from production staff, production delivery, weather, holidays, or the like. 30 days is a safe bet for most orders placed at the local level, in Ohio.

4.2 Material cannot be returned to the supplier after they've been ordered. Materials are roughly 50% of the Contractors bid price. Upon collection of deposit and purchase of materials, there will be no refund of your deposit.

4.3. Contractor encourages Client to participate in material selection. Please contact the Contractor if you have any questions about the description of materials, the sizes, type, model or shape, before ordering.

#### 5. Appliance Disconnect When Installing Cabinetry

5.1 Unless agreed upon, The Client will be responsible to disconnect gas, electrical and water supplies from stoves, ovens, refrigerators or any appliance that may cause leaks or malfunctions from these utilities.

#### 6. Warranty

The Contractor warrants that:

6.1 The work will be performed in a proper workmanlike manner and in accordance with the plans and/or specifications set out in the agreement.

6.2 That all materials supplied by the Contractor will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials supplied will be new.

6.3 The work will be done with due diligence, using the National Association of Home Builders Performance Guidelines, 4th edition and within the time stipulated in the proposal, or if no time is stipulated, within a reasonable time

#### 7. Payment & Claims

7.1 Payments made constitute acceptable workmanship for work performed and waives all Claims by Client against Contractor except those Claims previously made in writing and delivered to Contractor within (10) business days of discovery.

7.2 Client agrees to allow the contractor to inspect with the exception of emergency conditions, before Client or independent contractor repairs, replaces, alters or modifies any claimed discrepancy.

7.3 If completion of the Work is delayed unreasonably at no fault of Contractor, Contractor shall be entitled to final payment for all work completed, without prejudice to the right of Contractor to complete the entire Project at a later date and without prejudice to the right of Client to make Claims against Contractor for Defects in work completed.

#### 8. Written Contract

8.1 These Terms & Conditions and the Proposal, with the final drawings, plans or specifications constitute the whole of the contract and any prior discussions, representations or drawings are excluded.

#### 9. Arbitration

9.1. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9.2. Anything in this contract notwithstanding, any Claim arising out of or relating to the Contract Documents or warranty or the breach thereof may, at the option of the Claimant, be filed in any Small Claims Court having jurisdiction, in lieu of an arbitration proceeding.