EYD
FINE CABINETRY

EYD Fine Cabinetry, Inc Cabinetry Order Contract

Dear Client,

Thank you for requesting an estimate through EYD Fine Cabinetry, Inc. (a/k/a EYD Fine Cabinetry). Please read through these terms and conditions and feel free to ask me any questions.

If you would like to move forward with an order, please countersign where indicated, initial each page of this document, and provide the initial down payment requested by your designer. Your signature indicates acceptance of the terms and conditions of this Cabinetry Order Contract.

We look forward to the opportunity to work with you.

Sincerely,

Elizabeth Yager and Team

EYD Fine Cabinetry, Inc.

Free Cabinet/Closet Estimate and Retainer to Continue Design Work

Estimate Validity: Your estimate is valid for 30 days. After this period, pricing may be subject to change.

Long Distance: For clients located more than 30 miles from Effingham, your initial free estimate will be prepared based on your own measurements and photos. If you still prefer to have us conduct the initial measurements, we can accommodate this request; however, the designer's hourly fees will apply and will be invoiced following the field measurement.

Your quote will always include one field measurement (after the down payment has been made and the site is framed), ensuring the cabinet designs are finalized accurately. If additional site visits are required for any reason, the designer's hourly rates will apply for these extra trips.

Material deliveries will be quoted in advance, taking into account the distance to your location and the number of people needed to complete the delivery.

Exclusions on Initial Estimates:

- Plumbing, HVAC, and electrical work are not included in EYD Fine Cabinetry's estimates.
- Cabinet installation is also not included in the estimate. While we can provide an estimated cost for installation, EYD Fine Cabinetry does not employ installers. You will enter into a separate agreement with the installer, who will invoice you directly for their services. For more details about cabinet installation, please refer to the section below.

Retainer: When you're ready to commit to working with EYD Fine Cabinetry for your cabinetry needs, we will ask you to sign this Stand-Alone Cabinetry Order Contract (the "Contract") and pay a non-refundable retainer, which will be applied to your invoice. After the retainer has been received, we will continue refining your plans until they are perfect for you.

- Retainer amount is 5% of the total estimated cost of the cabinets

Please note that no working drawings or perspectives will be released to you or your contractors until the retainer has been paid. All designs remain the intellectual property of EYD Fine Cabinetry.

Additional Costs: Any changes or additions to the estimated specifications that incur extra costs will be added as separate charges to the total estimate.

Cabinetry Design

If you purchase cabinets, countertops, or closets from EYD Fine Cabinetry, most hourly fees associated with the design and installation process will typically be included at our sole discretion. Basic 3D cabinet and countertop drawings will also be provided.

However, for projects requiring extensive design time—such as prolonged project management, long-distance travel, 3D renderings of entire rooms beyond cabinetry, or if only minimal quantities of our materials are used—we reserve the right to charge standard hourly design fees. You agree to be responsible for these fees when applicable.

In addition, EYD Fine Cabinetry is pleased to offer professional design services beyond cabinetry, countertops, and closets to enhance your project at our current hourly rate. These services may include material selection assistance, floor plan creation, full project management, detailed 3D renderings of your space, and more.

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All additional design services are subject to the Terms and Conditions of Design Service as set forth in a separate Letter of Agreement between you and Elizabeth Yager Design.

Countertops

When you work with our recommended fabricators for your countertops, we offer a seamless and comprehensive service, included as part of our complimentary offerings when you purchase cabinetry from us. As your cabinetry designers, we'll personally assist you in selecting the perfect countertops to compliment your design. We also handle the details by submitting countertop layouts directly to the fabricator for precise estimates, ensuring a smooth and efficient process.

Our team will collaborate closely with our trusted fabricators to coordinate design adjustments, material selections, and installation scheduling, ensuring everything aligns with your vision. Please note that for most stone countertops, payments will be made directly to the fabricator, streamlining the transaction process.

Placing the Cabinetry Order

In order to officially place the order for your cabinetry, we will need the following things from you. Until we have these items, your order will not be considered fully placed.

1. 90% of the total invoice - down payment (minus any retainer already received)
2. This Cabinetry Contract signed where indicated (Signed at Bottom and Initialed on Each Page)
3. Signed elevations indicating your approval for each of your designs (Your Designer Will Give You These to Sign)
4. Signed final estimate indicating your approval at time or ordering (Any Changes or Additions After Placing the Order Will Get Added to the final invoice)
5. List of all appliances being used for the space

Approvals

All final designs and decisions must be reviewed and signed off by you before ordering. It is essential that you carefully review all final designs for accuracy, as EYD Fine Cabinetry is not responsible for any decisions or changes made after approval.

Unless you have engaged EYD as your project manager (request to see Elizabeth Yager Designs Design Contract for more information), it is your responsibility to provide the final and approved cabinet plans to your general contractor, electricians, plumbers, and HVAC professionals, as their work will rely on the cabinet layouts.

Additionally, if any modifications are made to the space after we have completed field measurements—such as adding outlets, switches, or moving plumbing or lighting—EYD Fine Cabinetry cannot be held liable if the cabinets no longer fit the altered space.

Cabinet Installation and Hiring an Installer

We have a list of preferred installers/independent contractors that we prefer to use ("Preferred Installers") to install our cabinets. They know our product well and are able to install our materials quickly and efficiently. We have worked hard

to develop a strong working relationship with these contractors and we have selected them because of the quality of their work.

If you choose to hire one of our preferred installers, keep in mind that you will be hiring and paying them directly, so the invoicing for installation will come directly from their company. However, we will manage them, handle all calls, and deal with any issues that arise with them.

If you chose to hire your own installer, they are liable for installing the exact same cabinet configuration that we designed for you. If they deviate from the configuration, we are not liable for ordering extra parts, or fixing any issues.

Installation Can Take Several Trips: Installation doesn't happen in one day typically and is often in stages. Often, it takes several trips and those trips may not be consecutive days.

If you choose to use your own installer, we reserve the right to charge hourly for any extraordinary time that it takes us to work through the learning curves of partnering with a new installer.

We recommend selecting from our list of preferred installers because we know they meet our standards for quality work. However, any installer—preferred or otherwise—is an independent contractor and not affiliated with us. As a result, we are not liable for any issues related to the installation, including workmanship, materials, or project timelines. Any concerns or disputes must be resolved directly between you and the installer. Your designer can assist by facilitating communication if needed, but ultimate responsibility rests with the installer and you as their client.

EYD Fine Cabinetry Fine Cabinetry and Design is not responsible or liable for any client- selected installer's (i.e. any installer that is not a Preferred Installer) or third party contractor's work.

Delivery and Risk of Loss

We strongly encourage the use of our Preferred Installers, as they will deliver the cabinets to your home. But if you or your own installer picks up the cabinets from our warehouse, our liability ends at the point in which the materials leave our warehouse and you assume all risk of loss. If there is damage to the materials in transit, you will be responsible for that damage. As soon as the cabinets arrive at your job site, you will need to inspect each one and make sure you have every item you need.

Initial Inspection

If there are any missing or incorrect components from your original order, we request a list of those items within 10 days of delivery or pick up. EYD's responsibility and liability are limited to our cabinetry being free from any manufacturer defects determined within 10 days of installation. After the 10 days have passed, you will be covered by your cabinet manufacturer's warranty (different for each company).

Cabinet Finishes – What to Expect

Wood, as well as the finishes and laminates, vary in color and characteristics and will exhibit changes as they age and from normal wear. For example, painted face frames, doors, drawer fronts and other painted products may have visible cracking around joint areas as wood expands and contracts with changes in humidity and temperature. We utilize both solid and veneered wood materials in our products. Due to normal variations in the density and graining of wood itself, the same stain applied to another piece of the same wood species may result in a somewhat different appearance.

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Further, wood may darken or lighten with time. Light (both natural and man-made), smoke, grease/oils, household cleaners, or other environmental conditions will also affect the color of cabinetry over time. Additionally, exposure to abrasive chemicals or solvents can cause the finish to fail. All of these occurrences are considered to be the nature of the materials and are not covered under this warranty.

At EYD Fine Cabinetry, we embrace the organic nature of wood and allow for a range of finished colors in our projects. This acceptable range may include several shades lighter or darker than the average color for the chosen stain and wood species combination. Wood, as a natural material, inherently exhibits variability in its properties. For example, one shipment of white oak may have a more yellow tone, while another may lean toward a pinker hue. Even within a single shipment, you can expect a variety of shades and tones. Due to this natural variation, we cannot guarantee that the final cabinetry will perfectly match the initial sample provided.

Each project with a custom finish will receive a custom-made finish board for your approval. If you choose to move forward without the approval, EYD Fine Cabinetry is not liable for the finish.

Variations may also occur in applied paint finishes such as vintages washes, pickled, ragged, glazed, distressed etc. These variations are normal.

On all wood products, expansion and contraction are typical due to changes in climate conditions. Due to the normal movement, paint finishes may develop separation lines, finish breaks, and seam lines. Wood will expand and contract the most within its first year in its new form. These will be most notable at stile, rail and panel joints. Joint separations may become more noticeable over time and through season changes. Seam lines and finish breaks are normal characteristics of paint finishes and are not considered a defect and warranty replacement.

Over time there may be color shifts in the finish due to exposure to natural and artificial light. Walnut and cherry stained woods are especially subject to changing color over time, and that is the natural quality of both of these woods species.

Other Notes About Your Cabinetry

Lead Times: We work with various cabinet makers whose lead times are all different. They can range anywhere from 4 weeks to 12 weeks. We will tell you what the lead time is for the cabinet makers that we quote for you, but keep in mind that these lead times can fluctuate depending on many variables.

Delays: Setbacks and delays happen in the construction industry, and we completely understand if the cabinets end up arriving before you are ready for them to be installed. If you need us to store the cabinets in our warehouse for longer than 30 days, we will require $5 per week per cabinet (minimum $20 per week). If your cabinets are stored in our warehouse for over 30 days, we will also send you an invoice for the final balance of the cabinets (typically we don't invoice the balance of the cabinets until after our installation or delivery is completed). Further, we are not liable for delays caused by matters outside of our control, such as strikes, accidents, weather related events, fires, and other "acts of God" or of third parties.

Contracting: Unless you have also hired EYD to do your design, it is up to you or your general contractor to manage the subs, including the HVAC team (venting your hood), your electricians and your plumbers. These subs will use our drawings to complete their work, and we are happy to help answer any questions that they may have.

Countertops: When your countertops are being templated, you will be expected to have the sink, the faucet and any other accessories being drilled into the tops available for the templating team. Also, if you are getting a countertop full

height backsplash, they will cut around any outlets or light switches in the walls. You will need to make sure those items are in the places you want on the day of templating.

Unforeseen Challenges: With the amount of details that are involved with designing, building and installing cabinetry, there are very often little things that need to be added after the fact, tweaked in the field, repaired, etc. Unforeseen challenges are especially prevalent in remodels, being that we often find unexpected issues hidden behind walls, uneven flooring, or structural surprises that weren't evident during the initial planning stages. These kinds of challenges are a natural part of the process and require flexibility, creative problem-solving, and close collaboration to ensure the final result is both functional and beautiful.

Also, despite the best planning and execution, mistakes can still happen whether it's in the installation, from the manufacturer, in the design, from your general contractor, or the sub contractors. It's crucial to approach these instances with patience and flexibility. We will work diligently to rectify any issues, ensuring that the final outcome meets your expectations. We are 100% committed to exceeding your expectations.

Movement in Wood/Walls: In the 12 months of wood's life in its new form (cabinetry) you will see the most amount of movement (expansion and contraction). In addition, your walls move as well, especially in construction. You will see cabinetry pulling away from ceiling/walls, gaps forming at mitered corners, seams forming in painted cabinets, etc. This is 100% normal and expected, and some species move more than others. Re-caulking may have to happen several times within the year. We can also add scribe molds to help in places that are noticeable. You can minimize this by keeping your humidity levels as stable as possible, recommended humidity for cabinets is 35%-50% and recommended temperature is 68-72°.

Walls Out of Plumb: It's common for walls to have slight imperfections and not be perfectly straight. For example, when installing a cabinet, it might fit snugly at the top and bottom but leave a small gap in the middle. During the field measurement process, we do our best to account for these variances, but shifts in the walls or undetectable irregularities may only become apparent during installation. To address this, we can add scribe molding to create a clean, polished look. If we have to add scribes or any other moldings to a project at the end, we will add that to your last invoice as a change order or we can create a new invoice.

Structural Elements: EYD Fine Cabinetry is not liable for any structural elements of the design. Structural design shall be provided by a licensed architect or engineer. EYD Fine Cabinetry drawings are for space planning and for design layout. General Contractors shall approve all structural elements before construction should begin.

HVAC and Hood Venting: Please ensure your HVAC subcontractor develops a plan for proper venting of your range hood. EYD Fine Cabinetry is not liable for any hood venting. If you would like a recirculating hood, please let us know, as we need to add vents in your hood cabinet to let the filtered air out of the cabinet.

Appliances: Appliance dimensions can vary significantly, and there are no true "standard" sizes. If you make any changes to the appliance list provided at the time of placing your order, we cannot be held responsible for ensuring the new appliances fit within the existing design.

Full Overlay Cabinets: By the nature of the full overlay look, any time you have door hinges next to door hinges (doors opening towards one and other) you will have to adjust the cabinet door hinges sometimes, as the hinges can make the doors hit on and other. If you want full overlay cabinets but you do want doors against doors to be able to open at the same time, talk to your designer and we can slightly increase the width of the reveal between the doors.

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Limited Warranty and Liability

Each of our cabinet manufacturers has its own limited cabinet warranty covering residential use of cabinetry only, and we extend those warranties to you to the extent we receive them. EYD Fine Cabinetry does not provide any standalone or additional warranties. Warranties are non-transferable.

Regardless of the manufacturer, in no case is there warranty coverage for the following:

1) any defect or malfunction that is not solely caused by our manufacturers.

2) any damage or issue caused by you or your installer (e.g. defects or malfunction caused by misuse, abuse, on-site modifications, environment conditions, improper storage, improper installation, and neglect).

3) any expense involved in removing or installing any item or product.

4) caused by misuse, improper installation, alterations, exposure to extreme environmental conditions (such as excessive moisture, heat, or sunlight), or normal wear and tear.

5) incidental, consequential, or special damages arising out of the use or inability to use the product.

6) light (both natural and man-made), smoke, grease/oils, household cleaners, or other environmental conditions can affect the color/finish of cabinets over time. Additionally, exposure to abrasive chemicals or solvents can cause the finish to fail. All of these occurrences are considered to be the nature of the materials and are not covered under our manufacturers' warranties.

Manufacturer warranties are not assignable and apply to only the original consumer purchaser of the cabinets and at the original site of installation only.

Except as expressly stated in the limited warranty, we disclaim all other warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No other warranties, guarantees, or representations, whether oral or written, are authorized or provided by us.

Payment Policies and Payment Schedule

Payment	Payment Due
Non refundable Retainer: Retainer amount is 5% of the total estimated cost of the cabinets	Upon acceptance of this Contract. This amount will be applied towards your overall invoice. If any materials are designed, drawn, or selected with EYD Fine Cabinetry and then purchased elsewhere, our hourly fee will be invoiced.
90% Down Payment (minus retainer paid)	Due Upon Order of Cabinets
10% Final Balance	Due at completion of the project within 10 days if you choose to use our Preferred Installer. If you use your own installer, 10% balance is due within 10 days after cabinet jobsite delivery
Local Delivery (within 30 miles) – no charge if using Preferred Installer. We will quote your delivery if using another installer.	Due upon receipt of invoice

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For long distance deliveries, an extra mileage fee will be discussed up front. In addition, in your quote we will include a single delivery. If you are in need of additional deliveries, we will charge per delivery.	
Hourly Fee of $125/hr, as applicable for additional design hours incurred for any reason	Due upon receipt of invoice
Interest and/or late fees will be applied after 30 days of non-payment and project will be halted until account is paid	

We accept checks, cash, or credit cards. Being that we keep our margins as low as possible with the high dollar amounts on our materials offered, if you plan to use a credit card a 3% convenience fee will be applied because that fee is not automatically built into our margins.

Other Notes About This Agreement:

A. **Storage and Delay Fees:** If your project gets put on hold for any reason and we have already made your cabinets, we retain the right to bill you for the final 10% before delivery and installation. We also retain the right to bill you for storage of these cabinets. We are not in breach of this Agreement if we are unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, the act of God or public enemy, death, illness or incapacity, pandemic, or any local, state, federal, national, or international law, governmental order or regulation of any event beyond Designer's control (collectively "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, we will give you notice of our inability to perform, or delay and will propose revisions to the schedule.

B. **Cancellation Policy:** If for some reason you decide to cancel the order after the half down payment has been made, you must tell us within 48 hours for a full refund. After those 48 hours, we will only be able to give you back your total payment minus ALL costs already accrued from the order, whether that is time invested, or materials purchased. In some cases, you may not get any of the money back after the 5-day timeframe, being that some of our suppliers we pay upfront and we are at their mercy with their canceling policies.

C. **Indemnification:** Any of Designer's drawings, designs or renderings may not be used for architectural or engineering purposes and Designer is not liable for designs used for such purposes. Client agrees to indemnify and hold harmless Designer and our members, principals, employees, officers, agents, affiliates, advisors, and assigns (the "Indemnified Parties") from and against any and all liability, loss, costs, claims, damages, injuries, or death (including those suffered by third parties, and including all costs and expenses, including reasonable attorney's fees of any litigation related to such claims) arising from this Agreement, unless and only to the extent such liability results from the negligence or willful misconduct of the Indemnified Parties. In no event will Client hold any of the Indemnified Parties responsible for loss, damage, or injury caused by a third-party contractor, manufacturer, or vendor, regardless of whether such contractor or vendor is hired by Client or any Indemnified Party. Designer has no liability to Client or any third party for special, indirect, or consequential damages. In no event will Designer's liability under this agreement exceed amounts paid to Designer for services rendered by Designer.

D. **Insurance:** Client is responsible to maintain homeowner's insurance and to ensure that all contractors are fully insured. In-transit insurance coverage will be arranged through Designer unless otherwise requested and will be billed to the Client. Upon delivery of goods or furniture to the Client's premises, the Client shall assume responsibility thereafter for loss or damage.

E. **Choice of Law and Dispute Resolution:** This Agreement is governed by the laws of the State of Illinois without reference to its conflict of law principles. If a dispute arises out of or relates to this Agreement, the parties may agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration

Association under its Construction Industry Mediation Procedures before resorting to arbitration. In the event the parties arbitrate a dispute, any such arbitration will be conducted by an arbitrator experienced in the construction and interior design industry. An award of arbitration may be confirmed in a court of competent jurisdiction. In the event of a claim being brought to enforce rights under this contract, the prevailing party will be entitled to recover its costs and expenses, including but not limited to reasonable attorneys' fees, incurred in the event of a breach of this contract. Any mediation or arbitration will take place in Effingham, Illinois.

F. **Insurance Claims:** For any project under an insurance claim, we will bill our hourly fee for any time spent gathering documents or handling phone calls with your insurance agents.

G. **Photography:** As Designer requires a record of all projects, Client will permit Designer to photograph the Project, a phase of the Project or the cabinetry as needed in Designer's sole discretion. Designers will be entitled to use photographs for its business purposes, including but not limited to use on social media and in marketing materials. Clients should expect at a minimum one day for professional photography, shortly after completion of installation. Accessories may be used for photography and styling purposes. Such accessories may be available for purchase. Since these photographs may appear in nationally recognized media (hardcopy, internet or television), personal photos of the Client or its family members may be temporarily stored out of sight before the session begins to protect privacy. The Client's name(s), persons, or family pictures will not be mentioned in print or photographed for any media usage without their written consent.

H. **Non-Disparagement:** Designer and Client agree that they will refrain from making disparaging comments (including online) about the other while and after resolving any dispute arising from or related to this Agreement or the services provided.

I. **Confidentiality:** The entire content of this Agreement, including fees, Designer's pricing structure, and vendor pricing and arrangements is considered "Confidential Information" and trade secrets. Clients are not permitted to share any Confidential Information with other parties, including but not limited to family members, friends or acquaintances.

J. **Miscellaneous:** If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement will remain in full force and effect without being impaired or invalidated in any way. Any failure of either party to enforce any provision of this Agreement or any right or remedy provided for therein, will not be construed as a waiver, estoppel with respect to, or limitation of that party's right to subsequently enforce and compel strict compliance or assertion of a remedy. Designer is an independent contractor, and not an employee, of Client. The provisions of this Agreement that are intended to survive termination will survive.

This signature confirms that you have read and agreed to all of our terms on all pages of this document.

Print Name: _____

Signature: _____ Date _____

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What to Expect - Project Stages of Cabinetry/Closets

For your cabinetry, you can expect these phases for your project.

Phase 01 - Site measure and Questionnaire

During this initial phase, our team visits the property to take detailed measurements and assess the existing conditions or we can use your floor plans. This crucial step ensures our designs perfectly align with the realities of the space. If you live more than 30 miles from Effingham, please keep in mind that we will invoice an hourly fee for the time it takes to do your site measure. During this phase we will also ask you questions about your style, preferences and lifestyle.

Phase 02 - Concept Development and Estimate Meeting

Within approximately two weeks following our site measure, we will develop preliminary layouts for your cabinetry. We will invite you to our showroom to show you the 3D's and go over your cabinetry options. Typically at this meeting we will take your initial feedback and make some adjustments to the designs.

Phase 03 - Design Development with Quote

After our initial design concept meeting we will revise the drawings and prepare a quote to present to you at our next meeting. This typically will be within a week after the first quote meeting. At this point we typically also get a generic countertop quote as well.

Phase 04 - Retainer

At this point, you will place a non-refundable retainer on the estimate for your cabinets. Once the down payment has been placed, we can continue to modify your plans until they are perfect. Depending on which cabinet supplier you have picked, we may also be able to hold your ship week as well. Before the down payment is made, we will not be able to release any drawings/elevations.

Phase 05- Finalizing the Cabinetry Details

After your retainer has been made, we will go through door styles, cabinet colors, cabinet accessories, etc. Any changes will be listed on your estimate as change orders, and you will be notified of the changes. We also start looking at countertops as well. We will need your final list of appliances as well.

Phase 06 - Officially Ordering/Down Payment

In order to officially order, we need signed copies of each cabinet elevation, a signed copy of the cabinetry contract, and a signed final estimate/invoice. The cabinet company will typically give us a "ship week" (what week we can expect your cabinetry) within a few weeks after officially ordering your cabinets.

Phase 07 - Finalizing Other Details

While we wait for the cabinets to arrive, now is the time to finalize countertops and to work on other details like plumbing materials, lighting, etc.

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Phase 08 - Installation

Once the cabinets arrive, it is time for installation. This can take 1-6 weeks depending on many variables. See more information about the installation process below.

Phase 09 - Final Payments

At this time you will pay the remaining balance on cabinetry to EYD, plus any change orders made. Your installer will also send any final invoices after the project has been completed as well directly from their company.