

# GARRISON

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## TERMS AND CONDITIONS

Terms and conditions as stated herein become a part of our quotation and will apply to the acceptance by Garrison Industries (herein known as Garrison) of your order. All terms and conditions expressly specified herein shall render null and void any conflicting terms and conditions in any and all other contracts relative to this proposal.

1) Quoted prices are valid for 30 days. Project scheduling will begin upon receipt of 50% fabrication deposit. No work will be scheduled prior to receipt of 50% deposit for any reason.

2) Unless specified otherwise, all work performed by Garrison will conform to the guidelines set forth by the Architectural Woodwork Institute ([www.awinet.org](http://www.awinet.org)) for Premium Grade Cabinetry.

4) Design deposits or fees will include one isometric black and white line drawing or plan view and elevations for design concept verification only. The design deposit or fee will include one review and revise session with one re-submittal of drawings or isometric. Additional changes to the design or concept will be billed at \$75 per hour. Design deposits do not include shop drawings unless otherwise stated; shop-drawing costs are included in the production budget. Shop drawings will not be produced until: 1) the design concept rendering has been approved and 2) the 50% production deposit has been received. Design deposits will be applied toward the 50% production deposit. All jobs include a design fee unless detailed drawings and specifications have been supplied prior to price quoting.

5) Shop drawings will include the following: Elevations, cross sections and plans that will identify all critical dimensions, chosen appliances/electronic components, hardware and special features. If it is not shown or addressed on the drawings or submittals provided, then Garrison has not agreed to supply it. All shop drawings and product samples must be signed, dated and returned before Garrison will proceed with the manufacture of any project. Any detail pertaining to cabinet construction and installation that is not specifically discussed and documented will be performed as per Garrison standard. The shop drawings will include one review and revise session with one re-submittal of drawings. Additional changes to the shop drawings will be billed at \$75 per hour.

6) Garrison's finishes are among the most consistent available. Our multiple step technique combined with the careful selection of color matched woods and veneers ensure that the finished project will be as consistent as possible. However, since the properties of wood are not consistent themselves, we cannot ensure that each part of the project will look exactly alike, nor can we guarantee that the project will exactly match the initial sample. Therefore, Garrison does allow for a range of color on its finished products. This acceptable color range may sometimes span several shades above or below the average shade for a stain/specie combination. Variations may also occur in hand applied paint finishes such as pickled, ragged, glazed, crackle, etc., these variations are normal. Each project is entitled to one custom-made finish board, additional boards will be created on a time plus material basis with a \$60 minimum

charge. All finish samples must be signed, dated and returned before Garrison will proceed with the finishing stage of any project.

7) Correction of Work: After the contract is 95% completed, a representative from Garrison and the customer/customer's representative shall jointly inspect the work and a single list (punch list) shall be prepared identifying all work to be completed or corrected. There shall be only one such written list of work identified to be incomplete or incorrect, and the customer/customer's representative shall sign the list. Garrison shall then expeditiously complete all work stated on the punch list for which they are responsible in the terms of this Agreement. The customer/customer's representative shall not contract with any alternative contractor for the performance or completion of work within the scope of the Agreement, nor shall the customer/customer's representative claim a credit or back charge for the cost of completing an item stated on the written punch list, nor shall the customer/customer's representative occupy or use the stated work until and unless Garrison is first given reasonable notice and opportunity to correct the work stated on the punch list referred to above. If the customer/customer's representative does contract with an alternate contractor to perform the punch list work or otherwise completes the project without first affording the above-described opportunity to Garrison, or if the customer/customer's representative commences to use or occupy the space or work in which Garrison performed work, the customer then agrees to accept all work "as is" and thereby waives any claim against Garrison under the terms of the Agreement, including warranty claims.

8) Warranty: It will be the responsibility of Garrison to insure that all material, products and duties relating to the customer's project are paid and that there will be no potential lien claimants after the customer's final payment has been made to Garrison. All product produced and workmanship performed shall be done in a professional manner, to standards as defined by AWI. Materials or hardware used by Garrison or its subcontractors shall be warranted only to the extent that the suppliers or manufacturers of those products provide a warranty. In the event that a defect is discovered in one of these products, Garrison will assist the customer in securing a replacement or repairing the products for the duration of the product manufacturer's warranty. Warranty on the workmanship and material shall be for a period of 12 months from the date of the contract; unless otherwise specified in the material or supplier's warranty. Garrison will perform all necessary labor to repair or replace all defective work at no cost to the customer, and will expeditiously act in good faith to secure replacement products or materials under warranty of products or services. Any claim or cause of action arising out of the terms of the contract or warranty must be filed in a court of competent jurisdiction within the period of the warranty previously stated. Any warranty work performed during the warranty period does not extend the warranty any further than was previously stated in terms of the time from the date of the contract. All aspects of this warranty are void if a person or company other than Garrison performs or re-performs any work within the scope of the warranty. The following are excluded from warranty by Garrison: a) Movement or misalignment of cabinets due to settling or movement of foundation floors, walls or ceilings. b) Damage to woodwork, finish, or any defect due to exposure to excessive moisture, heat, humidity, or cold. c) Wood movement, raising of grain, or any other problem or defect arising from exposure to moisture at the customer's job site if cabinets or woodwork are delivered unfinished or unsealed. It is the responsibility of the general contractor or customer to insure that all products ordered from Garrison comply with all local codes relating to other subcontractors whose work affects Garrison products, i.e. (framing,

plumbing, electrical). The warranty will not include any changes or alterations necessary to conform to such codes.

9) Garrison is not responsible for any plumbing, electrical, flooring, painting, decoration or other construction work unless specifically stated in the design specifications and construction details that are part of this agreement. Garrison ensures Garrison staff takes great care and respect towards the clients property and finished work areas, but will not be held liable for reasonable damage to paint, wall covering, floor covering and ceiling materials associated with the installation of custom millwork.

10) Storage and handling charges will be applied to any and all projects undeliverable for more than 30 days due to delays caused by the real property owner, architects, interior designers, contractors, service people, vendors or any other source not including subcontractors, vendors and suppliers hired or paid directly by Garrison. Storage charges are assessed at \$ .75 per square foot, per day, 7 days a week. Handling charges are assessed at \$65 per hour. Charges will apply to all projects at any point during the fabrication process beginning upon delivery of raw materials. Charges will apply until projects are delivered or fabrication has commenced, re-scheduling for delivery or fabrication will be dependent upon Garrison's workload at that time. Charges will be invoiced monthly and will be due prior to delivery or installation of any projects. Projects delivered to a site and not installed due to delays by others will be subject to full payment minus the cost of installation as determined by Garrison at its sole discretion.

11) Garrison takes every possible responsible measure to meet time lines and delivery dates, but cannot guarantee any shipment or delivery date. Any time or date stated herein or otherwise identified by Garrison or any of its agents or employees for shipment or delivery is intended as an estimate only. Accordingly, Garrison shall not be liable for any damages of any nature whatsoever arising directly or indirectly out of a delay in shipment or delivery.

12) Account balances not paid within 30 days of invoice date will be charged a finance charge of 1-1/2% per month or the maximum permitted by law and a \$25 late fee. All returned checks, for any reason, would incur a \$50 handling charge plus bank fees, per occasion. Projects with, for any reason, past due balances, partial payments, returned checks, etc. may be delivered and or installed on a pre- paid basis at the sole discretion of Garrison. Any hold back or retainage shall be paid within five days of the completion of the original punchlist items. No claims will be accepted on accounts with unpaid balances.

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*I acknowledge having read, understood and agree to the terms and conditions stated above*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_