

TERMS & CONDITIONS

This terms and conditions apply to all sales, installations and work orders between the customers and USAKITCHEN.COM, INC.

(1).DELIVERY: We cannot promise a specific delivery time frame in advance of your scheduled delivery day. All work orders and agreements will state a shipping date, USAKITCHEN.COM, INC, shall not incur any obligation or liability to purchaser for failure to ship by specified date unless. USAKITCHEN.COM, INC has agreed to an unequivocal shipping date in a separate signed written document executed by its authorized agents at its head office. (2).PAYMENTS: All orders require a 50 % payment as deposit, 40% or 30% will be required at the time of Delivery, and remaining 10% or 20% will be paid on completion according to agreement stated on the specific work order. All deposits are non-refundable. Once an order is in production we cannot accept any changes or cancellations. All products remain property of USAKITCHEN.COM, INC until paid in full. The balance is C.O.D. Partial payments are not acceptable for the final balance due. In the event the buyer fails to make final payment USAKITCHEN.COM, INC shall stop any work and/or services being conducted, under this order and will collect and remove all products delivered to buyer. Any payments not paid on the day of installation are deemed late. You will be charged for our cost and expenses of collecting past-due amounts including, but not limited to, reasonable attorney's fees, court costs, fees of collection agencies, other expenses such as telephone and postage charges, and administrative cost. Past-due amounts could result in a Mechanic's Lien being placed on your property. (3).INSTALLATIONS: Prior installations all projects must be approved by the customers, USAKITCHEN.COM INC will provide to the customer detailed computerized plans, renders and views for final approval, any changes after approval and finalized products are subject to charges and will be added to the final invoice. The following are not included: Appliances, Plumbing, electrical or construction work (unless specified in the work order and this kind of job will be subcontracted with third parties), All kitchen cabinet installations are custom, they may take longer to complete than we anticipate, some installations may require multiple days to be completed. We strive to complete our work quickly and with the minimum inconvenience to you. However, we may take additional time to insure the best result. To insure your complete satisfaction, we ask that you make yourself available during the installation in the event questions arise. All children and pets must be kept clear of the work areas. (4).CLAIMS: All claims regarding the goods and services must be made at the time of pick-up or delivery. Failure to make claims within the above mentioned time set forth herein such constitute a waiver of such claims, and acceptance of such goods, services, and other items furnished. (5).CABINETS & WOOD DOORS FINISH ACCEPTANCE: Thank you for selecting your cabinetry from USAKITCHEN.COM INC, Because of our dedication to customer satisfaction we feel it is important to explain some characteristics of the finish you have selected: All wood grain, pigmented or natural finishes will exhibit some color changes when exposed to light. Most wood parts are constructed using different cuts of species, and each cut may change color in different ways. This color change is caused by variations from the soil that the tree was grown in. These natural variations in graining and color that are inherent in the wood are to be considered acceptable, it is the beauty and nature of wood to have these variations and they are not to be considered reasons for replacement. (6).REFACING: Refacing is considered repair, re-laminate and Refacing means putting a new face to old existing cabinets, such repairs do not guarantee the cabinets to be like brand new. (7).GRANITE COUNTERTOPS: Granites are products of Nature; therefore, variations in color, shading, markings, and tone are characteristics of these materials. Customer has the option to select slabs. No claims or adjustments will be made on the basis of shading or color variations of any of these materials. All claims of shortage or damage must be made immediately at time of pick up or delivery. There are no returns on countertops once the customer has taken possession of the materials. (8).THERMOFOIL or ACRYLIC Mdf laminate panels Policies & Limited Warranties: Doors, Drawer fronts, moldings, and accessories, manufactured or sold by USAKITCHEN.COM, INC are warranted to the customer against defects occurring in the manufacturing process, USAKITCHEN.COM, INC also guarantees its Thermo foil or acrylic Mdf panels products against delimitation, irregular surface discoloration, warpage or twisting for a period of two (2) years from the date of purchase. The warranty only covers defects as specified herein and does not include defects or damages Attributable to misuse or normal surface weathering, or defects or damages caused by accident or fire or other casualty or

acts of God, or any other causes of occurrences beyond the manufacturer's control. The exclusive remedial action provided for the customer hereunder shall be repair, restoration, or replacement of the products sold or manufactured by USAKITCHEN.COM, INC found to be defective. The replacement of new materials for those which may be defective may result in a color variance in comparison to the originally installed by USAKITCHEN.COM,INC products due to style and color changes by RTF (Rigid Thermo Foil) manufactures and is not indicative of a defect. The manufacturer reserves the right to substitute such RTF colors as are then being manufactured and is only obligated to match color and quality with such products as it is manufacturing at the time of replacement. We will repair or replace the warranted components at the following charges for material: Material will be covered at the net invoice price of the doors as sold by USAKITCHEN.COM, INC. (9).Exclusions and Conditions-This is an important part of your warranty. Please read carefully: This warranty specifically excludes the following: •Damage resulting from product being installed in areas subject to abnormal heat, ultraviolet rays, cold dryness, humidity, direct sunlight, fire, collision with foreign objects, corrosive atmospheres, hail, ice or materials or any other acts of God or occurrences beyond the control of USAKITCHEN.COM,INC • Damage resulting from extreme moisture (bleaching, etc.), condensation and moisture formation where condensation is caused by excessive in-house relative humidity or by appliance generated steam vapors. • Damage resulting from impairment of structural strength or damage when fitting or applying hardware. Products installed in any area where temperatures will exceed 150 degrees Fahrenheit. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. The customer, acknowledge that has read and understood the terms of this Sales Agreement posted online at USAKITCHEN.COM website being part of every order as legal and binding agreement.