

GEORGE M. HALL COMPANY
INCORPORATED



Cabinet Contract Terms and Conditions

George M. Hall Co further referred to as GMH. The parties to this agreement are CUSTOMER and GMH. CUSTOMER represents that he/she has the legal authority and right to enter into this contract and that he/she agrees to keep the property and improvement free from any obstructive or conflicting claims that would interface with GMH's work or performance under this contract. GMH hereby agrees to design, order cabinets, install cabinets, or other woodwork specified for living spaces inside and out as agreed with Customer. GMH agrees to professionally preform the designed work and the Customer agrees to meet the requirements below and make payment accordingly.

- All cabinets are made from wood products; therefore, natural 'imperfections' (spots, shade variances, knots, etc.) will exist. A solid wood cabinet door may not have full matching grain or color. Changes cannot be made to these natural grain and color variations.
- Both parties agree NO modification to the contract shall be enforceable unless it is in writing and signed by both parties.
- FORCE MAJEURE: delays caused by floods, strikes, illness, labor disputes, backordered material, accidents, acts of God or other causes beyond the reasonable control of GMH shall excuse or extend the time for performance of the contract. CUSTOMER has provided for such property damage insurance, as he/she feels adequate.

PROFESSIONAL INSTALLATION (If Applicable):

- GMH is licensed and insured in the State of Pennsylvania for the Sale and Installation of Cabinets and Countertops. We employ professionally trained Carpenter Union workers in the countertop and cabinet trade. We provided professional workmanship, ethics, and sound business practices for over 100 years.

CUSTOMER'S RESPONSIBILITIES

Preparation:

- CUSTOMER agrees to have all work areas broom cleaned and ready for the installers when they arrive.
- CUSTOMER is responsible for providing proper temperature and conditions at the job site. CUSTOMER is aware that wood products can be adversely affected by water, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions.
- Unless otherwise specified, CUSTOMER's responsibility includes the removal of all furniture, fixtures, everything from cabinet, drawers, and appliances so that the GMH shall have clear access to the work area. GMH is not responsible for damage to furniture as a result of moving.
- CUSTOMER understands that installing cabinets/countertops is a construction project and agrees to vacate the work area during the project.
- CUSTOMER understands that installing cabinets/countertops is a construction project, which, in process, may disclose unforeseen barriers to proper completion of the contracted work. Any unforeseen repairs to, or preparation of, the job site are not the responsibility of the GMH. Any additional work as a result of unforeseen repairs will be priced and agreed to prior to doing additional work. CUSTOMER agrees to pay for this additional work upon completion of work.
- CUSTOMER agrees that any injuries that occur as result of the CUSTOMER not vacating the area will not create liability on the part of GMH.
- CUSTOMER is aware that installation or removal of wood products may create dust in the air.
- CUSTOMER has taken such precautions, as he/she feels adequate to protect the surrounding area from such dust. GMH shall not be held responsible for any damage resulting from dust nor shall GMH be responsible to clean up dust in other than the area of the installer's work area.
- CUSTOMER understands that during the installation, some damage to walls/trim or ceilings may occur. GMH will not be held responsible for repairing, replacing and/or painting of these items.



- If GMH is doing the countertops, they will be templated after the cabinets are completely secure. Templating will be scheduled in a timely manner. Once templated the countertops will be installed **within 5 to 10 days** after cabinet installation. GMH is not responsible for any other jobs privately negotiated between the independent contractor, i.e. plumber, electrician, other installers, and customer.

SELF-INSTALLATION (if applicable):

- GMH will not be responsible for any damage to materials caused by CUSTOMER or CUSTOMER's agent.
- GMH must be notified of any pre-existing damage within **24** hours of delivery or pick-up; otherwise, no exchanges will be allowed.

MISCELLANEOUS:

- GMH will not be responsible for any required plumbing (Dishwasher, Sinks, Computers, Technology etc.) gas, appliances, paint, flooring, wall brackets for supporting granite tops unless incorporated in the scope of work, soffit, or electrical work (Hood, Range, Oven, Outlets, Switches, etc.). Work as in removing, relocating, reconnecting and/or adding plumbing or electrical must be done by a licensed plumber or electrician. Hired by the CUSTOMER.
- GMH will not be responsible for installation of appliances as well as other construction, plumbing, electrical or other trade work.
- CUSTOMER accepts responsibility for materials delivered to job site in good order by GMH or his suppliers and agrees to provide protection against theft and damage from the elements.
- CUSTOMER accepts that there is no warranty or guarantee on the re lamination or over laminating of any product or material.

PAYMENTS:

- CUSTOMER agrees to make all payments in accordance with the terms and conditions of this contract. A deposit of **50%** towards the job at signing of the contract, **50%** on delivery/installation of finished materials. CUSTOMER further agrees that any payments not made timely, will be subject to interest rate of **2.0%** per month until paid in full. CUSTOMER also agrees that non-payment of all or any part of the agreed upon amount shall render all GMH's warranties null and void. If payments are not made according to the schedule GMH has the right to stop work on a job until payment is made. GMH has the right to cancel the job at any time without penalty. If GMH cancels the contract, he/she agrees to refund any portion of the CUSTOMER's deposit/payment that pertains to products not yet delivered and/or services not yet rendered.
- CUSTOMER understands that any changes which are to be made to the agreed upon plans and specifications, may result in additional costs of labor or materials or both. CUSTOMER agrees to pay such additional costs upon presentation of billing by GMH.
- All prices that are based on plans or measurements provided by CUSTOMER are subject to increase in the event of any inaccuracies therein.
- CUSTOMER understands that wood cabinets will wear and scratch, and granite countertops may chip with misuse, and understands that maintenance is the customer's responsibility.
- If a dispute arises from or relates to this contract or the breach thereof and if the dispute cannot be settled through direct discussion within **90** days, the parties agree to solve the matter through the mediation, Adjudication, and/or Small Claims/Special Civil court system in the Allegheny County, in the State of Pennsylvania. Consumer Affairs or any other agency without first notifying the GMH of his/her intention to do so and allowing **90** days for satisfactory resolution by the GMH.
- CUSTOMER understands that if any portion of this contract is illegal or unenforceable it will not render the contract null or void and all other terms will remain in effect.