



KITCHEN FURNITURE SUPPLY / INSTALLATION AGREEMENT

This Agreement (the "Agreement") made as of the day of _____, 2017

BETWEEN: **Custom Kitchen Master Inc**

AND: _____
(the "Client")

WHEREAS Custom Kitchen Master is in the business of selling and installing home and office furniture and kitchens.

For good and valuable consideration, and the Client covenant and agree as follows:

1) **Purchase of Furniture and Installation Services.**

1.1 The Client agrees to purchase furniture from _____ and CUSTOM KITCHEN MASTER agrees to deliver, assembly and install to the Client the following:

- **Kitchen __ cabinets according to drawing (Appendix «A»)**

1.2 CUSTOM KITCHEN MASTER will install the Furniture at the Client's address set out above (the "Location") in accordance with the terms and conditions of this Agreement (the "Installation Services").

1.3 The Client agrees to pay _____ (the "Purchase Price") for the Furniture **and** the Installation Services on the following terms:

- (a) An initial payment of _____ will be deducted from the Purchase Price and is required at the time of ordering the Furniture (the "Initial Payment"); and
- (b) The entire remaining balance, including additional leveling fees (if applicable) from all issued invoices, is due and fully payable (without holdback) on Completion.

1.4 Upon Completion, the Client will meet with the installer to review the installation of the Furniture and the Client will execute CUSTOM KITCHEN MASTER ' standard Acknowledgement of Completion Form to indicate that the Client is satisfied with the installation or to identify any areas of concern by the Client.

1.5 "Completion" means the point in time when the installer or designated member of the CUSTOM KITCHEN MASTER team has advised the Client that the Furniture installation has been completed, **notwithstanding there may be deficiencies or further touch-ups required.** It shall be noted that CUSTOM KITCHEN MASTER is not required to wait for builder draws from financial institutions, or unreasonable and lengthy waiting on payment due to travel plans, family emergencies or other hardships. On orders over \$25,000.00 it may be a requirement to show proof of funds in advance of installation. CUSTOM KITCHEN MASTER may also reserve the right to request completion funds be held in trust and releasable upon completion. See definition of "completion" above. CUSTOM KITCHEN MASTER will not renegotiate this contract and bill of sale unless there is a justifiable overage, shortage, or reversal of payments required to satisfy the invoice.

2) **Subflooring Acknowledgement and Waiver.**

2.1 The Client acknowledges and agrees that upon removal of any existing furniture, CUSTOM KITCHEN MASTER may recommend certain wall or floor treatments, including, without limitation, one or more of the following:

- (a) Walls should be aligned and fixed
- (b) Floor should be leveled;
- (c) Power wiring should be completed and safe;
- (d) Water supply and drainage should be drowned out;

2.2 In the event CUSTOM KITCHEN MASTER provides any floor or walls Treatments, the Client will pay the amount, as advised by CUSTOM KITCHEN MASTER , for such Treatments.

2.3 In the event CUSTOM KITCHEN MASTER recommends any floor or walls Treatments and the Client elects not to proceed with the recommended Treatments, the Installation Services will be provided without any Installation Warranty and the Client releases CUSTOM KITCHEN MASTER , together with its owners, directors, employees, and subcontractors, of and from any and all actions, damages, claims, costs and expenses of any nature or kind whatsoever, that may arise out of the installation of the Furniture at the Location, howsoever caused.

3) **Return Policy and Terms of Purchase.**

3.1 **Return of Products.** The Client may return Furniture for refund on the following terms:

- (a) Special order and custom material cannot be returned for refund;
- (b) Side panels and doors cannot be returned after installation
- (c) The return policy is governed by the furniture manufacturer

4) **Warranty.**

4.1 **Product Warranty.** The Client acknowledges and agrees that CUSTOM KITCHEN MASTER is a reseller of products and not the manufacturer of cabinets, shelves, countertops, or other Furniture, including the kitchens. CUSTOM KITCHEN MASTER makes no representation as to the state or condition of the products supplied to the Client and CUSTOM KITCHEN MASTER is not liable for any damage or deficiencies in products supplied to the Client, including, without limitation, the Furniture. The manufacturer of the Furniture supplies a manufacturer's warranty and the Client agrees that any claims by the Client for damage or deficiencies in the Furniture shall be made directly to the manufacturer and CUSTOM KITCHEN MASTER is released from any and all liability in respect of damage or deficiencies to such products.

4.2 Installation Services Warranty. CUSTOM KITCHEN MASTER warrants that the Furniture will be installed in accordance with the manufacturer's specifications. Subject to section 4, CUSTOM KITCHEN MASTER will provide a warranty on Installation Services only, for a period of one year from Completion, reasonable wear and tear excepted (the "Installation Warranty").

Any deficiencies, fixes, or touch-ups shall not renew the warranty period for Installation Services. The Installation Warranty shall be void in the event the Client (a) makes repairs or modifications to the Furniture; (b) retains a third party to make such repairs or modifications; or (c) misrepresents any damage or deficiency or the cause of such damage or deficiency. Without limitation, the following items shall not be considered deficiencies and are not covered by the Installation Warranty:

- (a) Squeaks, creaks, or other noises;
- (b) Cupping, warping, chips, dings, scratches, or dents unless CUSTOM KITCHEN MASTER is advised of such cupping, warping, chips, dings, scratches or dents prior to Completion;
- (c) Unequal fading of Furniture over time;
- (d) Damage caused by water, fire, flooding, spills, toxins, natural disasters, or improper cleaning of the Furniture;
- (e) Separation or gapping between cabinets resulting from expansion & contraction; and (f) Any damage as a result of negligence by any party other than CUSTOM KITCHEN MASTER .

CUSTOM KITCHEN MASTER reserves the right to deny any claim for Installation Warranty, in CUSTOM KITCHEN MASTER ' sole discretion, acting reasonably, in the event CUSTOM KITCHEN MASTER considers the request unreasonable, and in coming to such determination, CUSTOM KITCHEN MASTER may, but is not obligated to, have the installed Furniture inspected by an independent inspector.

5) Limitations of Liability

In no event, shall CUSTOM KITCHEN MASTER be liable for any claim made by the Client against CUSTOM KITCHEN MASTER unless full opportunity has been given to CUSTOM KITCHEN MASTER on a timely basis, by written notice, to allow CUSTOM KITCHEN MASTER to immediately investigate that claim. CUSTOM KITCHEN MASTER ' sole liability, whether in contract, tort, including negligence, or otherwise, for any loss or damage suffered by the Client shall be limited to direct damages only and limited to the amount paid by the Client attributable to that portion of the Installation Services giving rise to the claim and no more. In no event shall CUSTOM KITCHEN MASTER be liable for any special, indirect or consequential damages, even if CUSTOM KITCHEN MASTER has been advised of the possibility of any such damages. No action, whether in contract or tort, including negligence, or otherwise, arising out of or in connection with this agreement may be brought more than twelve months after Completion.

6) **General.**

- 6.1 **No Holdback.** The Client shall not holdback any amount of the Purchase Price, except as required by applicable laws.
- 6.2 **Governing Laws.** This Agreement shall be construed and governed by the laws of the Province of Ontario and the parties agree to attorn to that jurisdiction exclusively.
- 6.3 **No Agency, etc.** Nothing herein contained will be construed as, or have the effect of, constituting the relationship of employee and employer, or principal and agent, between the parties.
- 6.4 **Amendments.** Any amendments to this Agreement must be in writing and signed by all parties.
- 6.5 **Entire Agreement.** This Agreement is the entire agreement between the parties, and there are no promises, representations, warranties, guarantees, or agreements other than those made herein.
- 6.6 **Gender.** In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- 6.7 **Force Majeure.** CUSTOM KITCHEN MASTER shall not be liable for any failure to comply with its obligations under this Agreement if the failure to comply is caused by or results from conditions or causes beyond its reasonable control including, but not limited to: shortage of water, power, facilities, materials and supplies, breakdowns in or the loss of production, acts of God, war, terrorism, mobilization, strikes, lockouts, labour controversies, riots, fire, flood, explosion, governmental controls or regulations, embargoes, wrecks of delays in transportation, labour disputes, civil insurrection, civil or military authority, inability to obtain necessary labour or materials due to such causes, or delays of subcontractors due to one or more of the foregoing causes. In an event of a force majeure, CUSTOM KITCHEN MASTER shall be allowed a reasonable period of time to fulfill the obligations under this Agreement having regard to the applicable circumstances.
- 6.8 **Currency.** Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in Canadian currency.

The undersigned hereby agrees to the above terms and conditions:

Date

Client name

Client Signature



APPENDIX «A» - FURNITURE DRAWINGS, SKETCHES AND DESCRIPTIONS

The undersigned hereby agrees to the furniture drawings, sketches and descriptions:

Date

Client name

Client Signature