



Terms and Conditions:

1. Purchaser/buyer acknowledges payment given with this order is to induce Design Plus Cabinets to special order merchandise specifically for purchaser's use and/or resale.
2. Member/cardholder shall make 100% payment of all shipped direct items.
3. A complete set of drawings, installation instructions and plans will be provided upon payment received.
4. This order for merchandise is not subject to change or cancellation. All special order cabinets and countertop items cannot be returned/refunded. In addition, a small amount of added products may be ordered and delivered to the job site with your initial cabinet order. This product is typically a piece or two of extra trim or filler. Your cabinet installer may not use this extra product during installation. This is considered non-refundable product and remains the possession of the purchaser.
5. The Purchaser agrees to accept delivery of the product or products when ready. If the purchaser is unable to accept delivery when the product is ready, THE ORIGINAL DELIVERY CHARGE WILL BE FORFEITED AND THE PURCHASER WILL BE RESPONSIBLE FOR ANY AND ALL ADDITIONAL DELIVERY AND/OR WAREHOUSING CHARGES OF FEES. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon the delivery of the product.
6. The delivery date, when given, shall be deemed approximate and if performance is subject to delays caused by strikes, fires, acts of God, or other reasons not under the control of Design Plus Cabinets, as well as the availability of the product at the time of delivery. UNDER NO CIRCUMSTANCES shall purchaser be entitled to ANY compensation whatsoever for delays in delivery regardless of fault. This includes, but is not limited to; delays caused by replacement of defective, damaged or improperly ordered product(s).
7. The Purchaser agrees that he/she has a complete and thorough understanding of all the drawings and documents, including, but not limited to, this purchase agreement, the floor plans and elevations.
8. Purchaser assumes full responsibility for installation performed, final measurements, and inspection of merchandise within 24 hours of delivery. No installation, plumbing, electrical, decorating or other construction work is to be provided. The purchaser agrees that he will abide by and be bound by manufacturer's policies regarding manufacturing defects in material, natural

characteristics of wood, finishes, paint, etc.

9. The Purchaser shall be personally liable for any debt that occurs as a result of his purchase from Design Plus Cabinets or for any check that is dishonored for any reason. If any legal action is brought by Design Plus Cabinets to collect any debt or dishonored check, the Purchaser agrees to pay interest thereon at the highest rate allowed by law, and reasonable attorney's fees in addition to all other fees, costs and expenses of collection. In addition to the above, for each check or electronic payment returned for any reason there shall for be a service charge of the greater of 12% of the amount of the check or \$25.00.

10. Purchaser should retain each Sales Order/Invoice copy as a permanent record. In the event of a future claim, a copy of each Sales Order/Invoice will be required to document proof of purchase from Design Plus Cabinets.

11. The only warranty with respect to the merchandise sold by Design Plus Cabinets is that of the merchandise's manufacturer(s), if any. Design Plus Cabinets sells the merchandise "as is" and present condition, and with warranty of any kind. Design Plus Cabinets disclaims any and all warranties, express and/or implied by law or otherwise, regarding the condition, workmanship, merchantability and fitness of the merchandise for any particular use or purpose. Under no circumstances shall Design Plus Cabinets be responsible and/or liable for any and all damages, consequential damages, loss of profits, losses, expenses, claims, actions, lawsuits, attorneys' fees, or any other loss or damage arising directly and/or indirectly from such merchandise.

Your digital signature is proof that you understand the list of products and services you are purchasing from Design Plus Cabinets.

**Notice of lien right as required by Minnesota Statutes 2016 - 514.08**

THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH THE IMPROVEMENTS TO YOUR PROPERTY.

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

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