

## **1. PAYMENT TERMS**

Initial consultation & design deposit: We will work with you to design and quote your cabinetry and your initial consultation and design is complimentary.

To proceed with changes/requote/releasing of drawings and renders we will invoice a design deposit relative to your project size. This deposit will get credited off the cost of your new cabinetry when you place an order, however is non-refundable if you decide not to proceed.

50% Deposit due when quote accepted

45% Progress invoice due before delivery of cabinetry & Installation

5% Final invoice due on completion

## **2. DESIGNS**

2.1. Counties Kitchens Ltd shall engage one of its kitchen designers to work with the Customer to design Cabinetry that meets the requirements of the Customer. The plans and specifications produced by the designer shall remain the property of Counties Kitchens Ltd, unless and until the plans, specifications and quote have been signed off and a deposit paid by the client. This does not apply if you have entered into an agreement with your designer to pay a design deposit.

2.2. It is the client's responsibility to check the plans in detail and relay any specific details to your designer. We accept no responsibility for detailing that has not been thoroughly addressed with your designer during the design phase.

2.3. It is the client's responsibility to ensure that the drawings conform to any plumbing, gas fitting, electrical or any other building regulations, codes of practice, or other requirements. If in doubt you should seek the advice of another qualified professional.

2.4. After sign off, we will only accept changes to plans in writing via email prior to your job being processed. This includes changes to cabinetry, materials, hardware and appliances. If you want to make changes after signing off on your plans and quote, additional processing fees will be charged.

2.5. If you have any specific requirements in relation to things like shelf heights and shapes, handle placement, tap placement, fridge or hob alignment, Insinkerator switch etc. please advise your designer prior to finalisation of the design. If you do not and Counties Kitchens Ltd uses industry standard measurements and placement, we will not be held liable for any remedial works.

2.6. Drawings that are supplied by us to you are a visual representation of the kitchen and to assist with your decision making. They do not represent the exact final measurements of the kitchen nor do we take responsibility for the accuracy of the drawings. They also do not include any accessories in the images and may not include appliances, sinks, tapware and other fittings. If you are unsure, please check with your designer.

2.7. Plans: All dimensions and size designations given are subject to verification on job site and adjustment to fit job conditions. Please note - All measurements are confirmed at final site measure - Final plan mandates.

2.8. Fridges: The standard gap allowed for a single fridge is 710mmx1750mm and is 940mmx1850mm for a double door fridge. As a standard, fridge doors are to sit proud. If you would like your fridge to sit flush please discuss this with your designer.

### **3. QUOTATION**

3.1. Where the price or quotation is based on information provided by the customer and that information proves to be inaccurate, Counties Kitchens Ltd may make such increases or decreases in the price, as it deems necessary because of such inaccuracy.

3.2. The quotation is given on the basis that the floors and walls of the premises are true and square, subject to the tolerances in the New Zealand building Standards. If the floors and the walls are found to not be within prescribed tolerances, then the Customer may be liable for additional cost. Should the floors and walls not be true and square this could have implications on the completed look of your new cabinetry.

### **4. TIMELINES**

4.1. Counties Kitchens Ltd shall endeavour to have your cabinetry installed within 6-8 weeks of the final measure, with the exception of lacquer kitchens which will take 8-10 weeks from final measure. If you are having a stone benchtop, there will be a further 10-15 working days after your cabinetry has been installed before your benchtop is installed.

4.2. At times, these timelines will expand which may be due to material shortages or delays etc or other external influences. Counties Kitchens Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

### **5. FINAL MEASURE**

5.1. The customer is to ensure that the space is ready for final measure and free of any existing cabinetry or appliances that may obstruct the wall spaces to be measured. New builds should be fully gibed with bulkheads in place. An additional charge will be applied if an additional final measure is required due to the site not being ready.

## **6. MATERIALS**

6.1. Engineered Stone: Please be aware that each piece of engineered stone is unique; some grades of stone may show some specks or irregular aggregate distribution. We are not always able to predict or prevent the appearance of these. If you are having a benchtop between walls, depending on the length of the benchtop, please be aware that unless you would like a join in your benchtop there may be slight damage made to your walls during the installation process. All care will be taken however stone tops are heavy and we will endeavor to get the best final finish.

6.2. Edge Tape: As the edge tape is a PVC product and is a different material to the board that is being used for cabinet fronts and panels, there may be a slight variance in colour. This is not something that Counties Kitchens Ltd has any control over.

6.3. Boards: Whether you are using a melamine or acrylic product there can sometimes be imperfections. Counties Kitchens Ltd endeavours to ensure that all products produced by us are to the highest of quality, however there may be some slight dimpling or imperfections in board materials, especially in High Gloss products.

6.4. Lacquer finishes: Please be aware that lacquer finishes may show slight imperfections due to very small specs of airborne particles that can be present at the time of painting. This may be more prominent in darker paint finishes.

6.5. If in the event the materials for your kitchen are unprocurable or dramatically delayed, then a suitable substitute product will need to be selected with your designer. Any difference in the cost of such substitute materials shall be treated as an extra or a deduction of the contract price.

## **7. APPLIANCES**

7.1. Supply of your appliances or other items to be incorporated into the kitchen construction must be available at Counties Kitchens Ltd a minimum of 2 weeks prior to kitchen installation.

## **8. SUBCONTRACTORS**

8.1. It is the client's responsibility to engage with any subcontractors eg plumbers, electricians, builders etc. Counties Kitchens Ltd takes no responsibility for any costs incurred by these subcontractors.

## **9. GENERAL**

9.1. Failure by Counties Kitchens Ltd to enforce any of the terms and conditions in this agreement shall not be deemed to be a waiver of any of the rights or obligations Counties Kitchens Ltd has under this contract.

9.2. Counties Kitchens Ltd guarantees its cabinetry for 10 years. Faults arising from general wear and tear are not covered. Stone benchtop guarantees vary between brands. Blum hardware has a warranty that is valid for the lifetime of the kitchen/cabinetry.

## **10. CANCELLATION**

10.1. Cancellation of your kitchen after sign off may incur a fee for design time spent on your job. This will be invoiced at an hourly rate of \$80.00 inc GST.

10.2. If the agreement is terminated or cancelled by the customer after work has commenced, then at the discretion of Counties Kitchens Ltd, all costs incurred by Counties Kitchens Ltd will be deducted from the deposit and the balance (if any) shall be refunded to the customer

10.3. Counties Kitchens Ltd reserves the right to suspend or cancel in whole or part, any agreement for the supply of Goods and Services to the customer if the customer fails to pay any money owing after the due date.

10.4. All goods remain the property of Counties Kitchens Ltd until final payment is received.

## **ACCEPTANCE AND ACKNOWLEDGEMENT**

The customer hereby ACCEPTS the attached quotation and has read and agrees to be bound by the terms and conditions of trade as printed. I warrant that I am duly authorised to enter into this Agreement on behalf of "The Customer". If you have not had the opportunity to read and assimilate the following terms of your Agreement before signing then a period of 48 hours after signing the agreement documents is granted before this Agreement will be actioned. Please give your builder and or other Sub-Contractors a copy of these plans and the "site measure" and confirm that your builder and subcontractors accept all conditions that relate to the builders work. Your Agreement INCLUDES the plans, specifications document, and this signed proposal and acceptance.