

## POLICIES & GENERAL INFORMATION

### Condition of Sale:

- It is the sole responsibility of the customer to review the accuracy of orders by way of order confirmation. Orders will not be processed until confirmation is received.
- Drawings ARE NOT CONSIDERED ORDERS. Only the sales order will be recognized as an approved order.
- All confirmed unassembled orders received by 3PM will ship the next business day (Monday-Friday) unless different date requested.
- All confirmed assembled orders received by 3PM will take 3-5 days (Monday-Friday) to be ready to pick up or delivered locally. Assembled cabinets are not available for LTL shipping.
- Jarlin holds no responsibility for assembly or installation errors.

### Transportation Policy:

- The responsibility of Jarlin Cabinetry ceases upon delivery of product in good working order to transport companies and all product(s) are shipped at consignee's risk.
- Do not sign for any damaged product(s). All prices are (F.O.B.) point of manufacture or warehouse.

### Freight Policy:

- If an entire order is no charge, Jarlin Cabinetry will pay for standard ground freight.
- If an order contains a chargeable item, the cost of freight will be charged to the customer's invoice. If a customer requests an upgrade to a parcel shipment method, the customer will be charged the entire freight charge.
- 48" wide panels cannot be shipped LTL or UPS. These are for local pickup only. If you must have 48" panels shipped, Jarlin will only guarantee 42" will be good. Up to 6" damage will be considered good.

### Mandatory Receiving Requirements for LTL or UPS Deliveries

**Step 1:** Check skid and loose piece count on Bill of Lading (BOL)/Delivery Receipt(DR), and match it to the actual amount of skids and loose pieces on the pallet.

**Step 2:** Visually check pallet for damage. IMPORTANT: If the boxes appear to be damaged, take close-up and wide-angle photographs of the damage.

**Step 3:** Check packing slip (located on shrink-wrap of pallet) against the actual items on the pallet. Item numbers are located on the outside of each box.

**Step 4:** Make appropriate notes on the BOL/DR. If something appears to be missing:

\*Make a note on all copies of the BOL/DR that lists the items that are missing.

\*If there appears to be damage to the product or the boxes, make a note on all copies of the BOL/DR that states: Box Damage/Product Damage.

**Step 5:** Sign the Bill of Lading (BOL)/Delivery Receipt (DR). Keep one copy and save it for future reference, if needed.

**\*Pictures of any damaged product and packaging are required. Please contact Jarlin to start claim process.**

**Please submit with claim form to customerservice@jarlincabinet.com.**

- In case of items that need to be returned, please see the Returned Goods Policy.
- In case of missing or damaged parts, please see Concealed Missing, Damaged or Defective Parts Policy.

### Mandatory Receiving Requirements for Warehouse pick-up or delivery:

#### **LAST PICK-UP AT 5PM, 1PM Saturday.**

**Step 1:** It is the responsibility of the customer to inspect all product(s) to verify all items are present and free of visible damage prior to loading vehicles of unassembled and assembled products.

**Step 2:** Visually check product for damage. IMPORTANT: If the boxes appear to be damaged, notify the warehouse manager of the damage.

**Step 3:** Check pick-up list against the actual items and quantity prior to loading their vehicles. Item numbers are located on the outside of each box.

**Step 4:** Customers are responsible for loading their own vehicles. There will be a \$40 loading fee if assistance is required.

**Step 5:** If something is incorrect or missing, notify the warehouse manager.

**Step 6:** Sign the pick-up list.

**\*ONCE THE PICK-UP LIST IS SIGNED, NO CLAIM CAN BE MADE FOR DAMAGE OR MISSING UNASSEMBLED OR ASSEMBLED CABINETS.**

**\*ASSEMBLED CABINETS CANNOT BE RETURNED UNDER ANY CIRCUMSTANCE. ANY CONCEALED DAMAGE ON ASSEMBLED CABINETS MUST BE REPORTED WITHIN 24 HOURS.**

- If returning items, please see the Returned Goods Policy.
- In case of missing or damaged parts, please see Concealed Missing, Damaged or Defective Parts Policy.

### Delivery Service:

- Local delivery service is only available in Palm Beach, Broward, and Dade Counties.
- There is a delivery fee of \$120 for Broward & Dade Counties and \$160 for Palm Beach County.
- This is tailgate delivery only. Driver will bring the product to the back of the truck. It is the customers responsibility to remove product from the back of the truck.
- It is the responsibility of the customer to inspect all product(s) to verify all items are present and free of visible damage prior to signing for unassembled and assembled products.
- If something is wrong or missing, notify the driver. Driver will return to warehouse and the replacement will be rescheduled for delivery.
- Sign the delivery list. Concealed damage will not be picked up or delivered.

**\*ONCE THE DELIVERY LIST IS SIGNED, NO CLAIM CAN BE MADE FOR MISSING ITEMS OR DAMAGE TO ASSEMBLED CABINETS.**

**\*ASSEMBLED CABINETS CANNOT BE RETURNED UNDER ANY CIRCUMSTANCE.**

- In case of returning items, please see the Returned Goods Policy.
- In case of missing or damaged parts, please see Concealed Missing, Damaged or Defective Parts Policy.

### Returned Goods Policy:

- Customers must complete the Merchandise Return Form and return to customerservice@jarlincabinet.com or in person.
- No products shall be returned to Jarlin until a return authorization has been issued.
- Jarlin assumes no responsibility for items returned without proper authorization.
- Products must be returned within thirty (30) days of the invoice date.
- All boxes containing the returned products must be unopened and undamaged. Under no circumstances can assembled products be returned.
- Customers are responsible for all freight and transportation charges associated with returns, and customers will assume all risk of loss and damage until the products are delivered to the Jarlin facility. Jarlin does not pick up returns.
- Upon receipt and inspection of the returned products, Jarlin will issue a credit for the invoice amount for qualifying returns and will incur a twenty percent (20%) restocking fee. No credit will be issued for lost or damaged items.

## POLICIES & GENERAL INFORMATION

### **Concealed Missing, Damaged or Defective Parts Policy:**

- Any damaged, missing or defective parts require the following to be resolved.
- Customer has 5 days from receipt of order to report any concealed damage.
- Check to make sure all parts are present and free of damage as it is taken out of the carton.
- Any missing or damaged parts must be photographed, take close-up and wide-angle photographs of the damage at this time before assembly.
- Send request with detailed description, sales order # and photo to customerservice@jarlincabinet.com.
- No parts will be replaced at no charge without sales order # and photo or after cabinet is assembled.
- Jarlin has 48 hours to review the request. Jarlin will notify customer at this time as to the outcome of the review. If the item(s) are to be replaced at Jarlin's expense, they will be shipped within 48 hours of notice.
- Jarlin cannot be held responsible for any cost including labor accrued during the installation of any of its products sold via any channels of distribution. This includes, but is not limited to, items that may be flawed or have been damaged in transit.

### **DISCLAIMERS:**

- Defects do not include items beyond reasonable control, including but not limited to, the following:
- Wood and Color Variations. Natural variations in the color, textures and grain of the wood used to manufacture cabinets or changes in the color of the wood caused by the natural aging process of the wood material is not considered defective.
- Wood Doors. Changes to wooden doors caused by changes in humidity, temperature and other local atmospheric conditions are not considered defects. Door warpage of up to 1/4" shall not be considered a defect. Note also that doors that appear warped may often be the result of improper installation.
- Painted Finishes. Changes (such as finish stress lines) caused using non-porous woods (such as birch) or by changes in humidity, temperature and other local atmospheric conditions are not considered defects.
- Glazed Finishes. Glazed finishes are by nature uneven, and some edges and profiles will be larger than others. Glazed finishes may vary from item to item, resulting in variations in color, texture and finish. These types of variations are not considered defects.

### **Change Orders Policy:**

- Jarlin will consider requests for minor changes or cancellations to an order in writing up to 24 hours after receipt of signed confirmation.
- A twenty-five dollar (\$25), non-refundable service fee will be charged to Buyer for each occurrence of changing an order.

### **Storage Fees:**

- Purchased items not picked up by Buyer within three (3) business days after buyer receives Ready for Pickup notification are subject to storage fees, including, but not limited to, a daily fee of thirty dollars (\$30) for items stored at Jarlin Cabinetry.

### **Design Service:**

- Jarlin provides a design service you can utilize.
- There is a fee for this service.
- \$50 for limited design.
- \$100 for moderate design.
- \$150 for advanced design.
- This fee will be required before this service is provided.
- This fee will be credited on invoice if this design is ordered. Jarlin holds no responsibility for improper measurements or incorrect cabinet size provided by customer.
- Drawings ARE NOT CONSIDERED ORDERS. Only the sales order will be recognized as an approved order.

### **Financial Responsibility:**

- Jarlin Cabinetry requires payment of invoices upon receipt of goods.

### **Quotation of Price:**

- All written quotations of price ("Quote") made by Jarlin Cabinetry will be valid for a period of thirty (30) days, without exception, from the date of the Quote generated by Jarlin Cabinetry. Under no circumstances will Jarlin Cabinetry honor verbal quotations of price.

### **Taxes:**

- All sales tax, excise taxes, or other forms of taxes levied against this transaction shall be paid by Buyer over and above all other sums.
- Buyer is or may become obligated to pay hereunder. These taxes are in addition to the purchase price of the products subject to an order.
- If you are exempt from tax, an original signed tax exemption certificate must be submitted to Jarlin Cabinetry. Without a valid signed tax exemption certificate on file at Jarlin Cabinetry all applicable taxes will be charged to the Buyer.

### **Governing Law:**

- Venue and Jurisdiction All issues concerning the formation, performance, or interpretation of any contract regarding this sale shall be governed by the laws of the state of Florida, and any dispute between Jarlin Cabinetry and Buyer will be resolved in Florida the prevailing party in that dispute entitled to its costs and reasonable attorney's fees.

### **Severability of Terms:**

- If any phrase, clause or provision shall be declared void, the validity of any other provisions shall not be affected there.

### **Display Rebate Program:**

- Showroom Displays will be purchased at the regular price.
- When the display is installed, please send photo of completely installed display.
- Upon receipt of photo of installed display, Jarlin will deduct 50% of the Showroom Display cost from next order.