

TERMS AND CONDITIONS OF THE CONTRACT FOR INSTALLATION

1. Both Parties have read and understood the Contract for Installation, Project Proposal and these Terms and Conditions (hereinafter collectively referred to as the "Contract"). Both Parties understand the materials (including but not limited to, flooring, cabinets, hardware, appliances, sinks, faucets, bathtubs/showers, countertops, decorative panels, toilets, and tile), supplies, design plan and work to be performed as listed in the Contract and agree to be bound by each and every term and condition contained herein. Both Parties represent that they have the legal authority and right to enter into this Contract
2. Purchaser has had the opportunity to see a 3-D model of the design plan based upon the Project Proposal.
3. Purchaser has had the opportunity to examine sample cabinets, hardware, roll out trays, decorative panels, appliances, sink, faucet, bathtub/shower, toilet, countertop, tile and flooring and other items listed on the Project Proposal and has agreed to the materials listed thereon.
4. Any changes requested by Purchaser may result in an increase in the total cost for this Contract. Any changes in design, material or layout may result in additional costs, materials and supplies. Purchaser agrees to be responsible for any such increase in costs.
5. Purchaser agrees to keep the property and improvement where the installation is to be completed free from any obstructive or conflicting claims that would interfere with SemBro's ability to perform the work or be paid for the work under this Contract.
6. Delays caused by floods, strikes, illness, labor disputes, backordered materials, discontinuance or unavailability of necessary materials, accidents, acts of God, or other causes beyond the reasonable control of SemBro shall excuse or extend the time for performance of the Contract without any liability on the part of SemBro.
7. Purchaser has provided for such property damage insurance as he/she feels is adequate.
8. Purchaser is aware that installation or removal of granite, tile, wood products, plaster or drywall may create dust in the air and Purchaser has taken such precautions as he/she feels is adequate to protect her/his home, family, pets and possessions from such dust. SemBro shall not be held responsible for any damage resulting from dust nor shall SemBro be responsible to clean up such dust from any area other than the installation site.
9. Purchaser understands that installing cabinets and flooring is a construction project and agrees, for his/her safety, to vacate the area during the installation process. Purchaser agrees that any injuries that occur as a result of the Purchaser's failure to vacate the installation area does not create liability on the part of SemBro.
10. Purchaser understands that during the installation, some damage to walls, trim, or ceilings may occur. SemBro will not be held responsible for repairing, replacing, and/or painting of these areas and/or items. SemBro will exercise all reasonable care to avoid such damage.
11. Purchaser understands that the installation of cabinets, tubs, showers, backsplashes and flooring, or the relocation of any electrical wiring or plumbing is a construction project which, while in process, may disclose unforeseen barriers to the proper completion of the contracted work. Any unforeseen repairs to, or preparation of, the job site are not the responsibility of SemBro. Any additional work required as a result of unforeseen repairs and/or circumstances will be priced and agreed upon prior to the performance of the additional required work. Purchaser agrees to pay for this additional work upon its completion.
12. Purchaser understands that SemBro may hire independent contractors to perform the installation of cabinets. SemBro is not responsible for any other jobs privately negotiated between Purchaser and any such independent contractors, even if SemBro referred Purchaser to such independent contractors for the other jobs.

13. SemBro warrants the installation of the cabinets for one year from the date of installation. This warranty is for defects in installation workmanship only for the installation of the cabinets. SemBro will come and repair anything else but a service charge will apply, together with any materials and supplies.

14. This Contract shall be governed by, and construed in accordance with, the laws of the State of Ohio. All disputes concerning this Contract shall be resolved in the courts of Franklin, County, Ohio.

15. This Contract embodies and constitutes the entire understanding between the Parties. Neither this Contract nor any provision hereof may be waived, modified, amended, or discharged, except by an instrument in writing signed by the Party against which enforcement is sought, and then only to the extent set forth in such instrument.

16. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Contract.

17. If any terms of this Contract, or their application to any person or circumstance, shall be held illegal, invalid, or unenforceable, the remainder of this Contract or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected; provided, however, that the remainder of this Contract is still capable of substantial performance within the original intent of the Parties.

18. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns.

19. Time is of the essence in the performance of each and every term and condition contained in this Contract.