

TERMS & CONDITIONS
- FOR PURCHASE OF GOODS AND SERVICES -

Welcome to CabTec (Cabinet-Tec)! These Terms and Conditions govern the sale and purchase of products between us and our registered dealers. It's also designed to ensure a smooth and transparent experience for both you, the (Buyer) and us, the (Seller). By placing an order, you acknowledge that you have read, understood, and agreed to these terms.

ORDER PROCESSING:

- Cab-Tec prefers all orders to be submitted through our online portal. Attaching 2020 or ProKitchen excel sheet is easy and efficient.
- Emailing an order using the online form is also acceptable. Send orders to customerservice@cab-tec.com.
- Verbal orders will not be accepted unless confirmed in an email.
- Large quantities of a single item or large orders may trigger a review process that will require Cab-Tec approval prior to proceeding.
 - For online order(s): If an item is out of stock, a message will inform you about the shortage of the item. You can reach out to our customer service team for ETA's.
 - For written order(s): If an item is out of stock, our customer service team will provide you with ETA's.
 - Rush order(s): please contact our customer service team before placing the order.
- Once your order is submitted online, you will receive an email confirmation immediately from our website! **The buyer is responsible for reviewing the confirmation and notifying us of any discrepancies within 24 hours.** Please make sure all SKU's, colors, and quantities are correct. If you have already processed the order and you would like to make a change, please send an email to our customer service team. This also applies to email orders. **Full payment is required before an order is processed.**
 - **PLEASE NOTE: Our inventory is constantly changing. Please confirm the quote or sales order at your earliest convenience. We do not hold the inventory for the order without the payment processed.**
- Custom paint orders must be approved in writing by both parties before production begins. Once a custom order is confirmed, changes or cancellations may not be permitted, and additional fees may apply.

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LEAD TIME:

- Shipped Orders: once your order is ready to SHIP OUT, you will receive an email including your sales order confirmation number for “Delivery Confirmation”.
 - Flat-pack orders are processed and shipped within 3-5 full business days.
 - Assembled orders are processed and shipped within 10 full business days.
 - Orders with Modification item(s) may need an additional 5 full business days based on the current warehouse schedule.
- Warehouse Pickup Orders: once your order is ready for PICKUP, you will receive an email including your sales order confirmation number for “Ready for Pickup Confirmation”. PLEASE have your sales order number ready when you pick up your order(s). This will help our warehouse staff to find your order and load it immediately. Please email or call ahead of time before arriving at our warehouse to pickup.

NOTE: PICK-UP hours are Monday through Friday 8:30 am to 3:00 pm.

- Flat-pack warehouse pickup orders are processed and made available for pickup within 3 full business days.
- Assembled warehouse pickup orders are processed and made available for pickup within 10 full business days.
- All lead times only apply to orders delivered with our own trucks and self-pickup orders. It does not apply to transit time to your destination if with LTL Freight.

DELIVERY:

- **All deliveries are tail-gate delivery!**
- A responsible party must be present to inspect products and sign off on the delivery.
- Any visible damage must be noted on the paperwork when signing for the delivery, as well as documented with photos. Even if you are not sure if the contents inside contain damage due to the exterior’s condition, you must indicate on the delivery receipt to be able to claim concealed damages in the future.
- All deliveries should be accepted, with documentation of the damage, and a claim should be filed online or by email to customerservice@cab-tec.com. Please see additional information in the “Missing or Damaged Items” section.
- Full truck load site delivery has a 2-hour window for unloading. Using the delivery truck for staging purposes is not acceptable and will incur an additional cost.

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- The delivery includes a maximum waiting time of 30 minutes at the delivery location. If unloading cannot begin within this 30-minute window due to site conditions, customer unavailability, or other delays not caused by Cab-Tec, additional charges will apply and re-scheduling of the delivery based on availability.

THIRD-PARTY CARRIER SHIPPING:

- When products are shipped via a third-party carrier, freight company, or logistics provider not owned or operated by Cab-Tec, there is a 2-5 business day standard transit time with LTL carriers.
- All destinations must be tractor-trailer accessible.
- The driver is only responsible for placing the pallet on the ground for deliveries that **have lift-gate** services selected.
- Shipping charges cover ONE (1) delivery attempt. The customer is responsible for any additional shipping and handling charges for delivery failure due to customer circumstances.
- A responsible party must be present to inspect inventory and sign off on delivery.
- You **MUST** note if the number of pallets delivered does not match the number listed on the driver's delivery receipt copy.
- Careful inspection of packaging conditions is vital to file freight claims. Any visible damage must be noted on the paperwork when signing for the delivery, as well as documented with photos. Even if you are not sure if the contents inside contain damage due to the exterior's condition, you **MUST** indicate on the delivery receipt to be able to claim concealed damage(s) in the future.
- Ready to Assemble (RTA) damages should not be assembled unless customer acceptance of the damage.
- Do **NOT** reject damaged items. The delivery should be accepted, with documentation of the damage, and a claim should be filed online. SEE ADDITIONAL INFORMATION IN "MISSING OR DAMAGED ITEMS" SECTION BELOW.

SELF-PICKUP AT WAREHOUSE:

- For all orders, you will receive a packing slip. Please ensure that all the items on that list are the ones you are receiving. By signing the Packing Slip, you are confirming that the order is complete.
- For liability purposes, Cab-Tec will not help load warehouse pick-up orders without approval from the pick-up party.

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- Orders must be picked up in safe and compatible condition in accordance with the product and environment. Cab-Tec will not be held liable for damage that occurs due to the customer storing in improper weather or equipment conditions.

RUSH ORDERS:

- Rush services are available for both flat-pack and assembled orders for an **Additional Fee of 15%, which will be applied to orders with 15 cabinets maximum.**
 - **Flat-Pack**
 - Same-day warehouse pickup is available for flat-pack orders placed by 12:00 PM (local fulfilling warehouse time). Orders placed after 12:00 PM will be processed the following business day.
 - **Assembled**
 - Rush services for assembled orders are processed and available for warehouse pickup or shipping within 3 business days. Rush cut-off time is 11:00 am.
- Rush orders must be requested by email and are subject to approval by Cab-Tec. Approval will depend on production capacity, inventory availability, and other operational factors.

CANCELLATION:

- Cancellations after an order has been picked and packed at the warehouse, loaded onto a truck, or picked up, are subject to a 25% restocking/processing fee.
- Assembled and modification orders are not cancellable. We do not accept cancellations after it has been assembled and/or modified. If an assembly and/or modified order is canceled, we will charge 100% of the cost of the order. If an assembly and/or modified order has only been picked at the warehouse and has not been assembled yet, we can cancel the order with a 25% cancellation fee.

RETURN & RESTOCKING FEES:

- All returns must be authorized by Cab-Tec prior to returning the shipment. Please contact our customer service team!
- All items must be returned in original, unopened packaging.
- NO RETURNS ON ASSEMBLED CABINETS.
- We do accept returns on moldings, fillers and accessories with unopened box(es) in original condition.

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- We only accept flat pack return items prior to 14 days after the delivery date.
- We will not accept return items that have been damaged, assembled or installed. All decisions on a refund will be made after our inspection process. Any returned product deemed unsellable will not receive credit.
- All qualified returns will incur a 25% RESTOCKING FEE.

STORAGE:

- We reserve the right to charge a **25% storage fee** on orders that have been ready for delivery or pick up for 2 weeks or more, for up to two (2) additional weeks.
- If five weeks after the ready for pickup or delivery notification has been sent, **additional 5% storage fee** will be added for every additional week.
- If storage fees are applied, all order(s) will be released after any fees assessed are paid for in FULL.

PLEASE NOTE: We don't want you to have any extra charges apply to your account. We will be sending reminders before charging any extra fees, however, please kindly remember to pick up or schedule the delivery on time.

MISSING OR DAMAGED ITEMS:

- As soon as you open the box and notice any damage, notify the customer service team by email with the information listed below:
 - Quality pictures of the damaged packaging and product or missing items are required to be eligible for a replacement claim. NOTE: Please take a picture of the affected area from an arm's length prior to installation. Installation and/or assembly equals acceptance that the product is not defective or damaged. This clearly communicates to our customer service team that the issue did not occur during installation.
 - Provide the Sales order number.
 - Brief description of the damage or shortage, including item numbers and/or parts.
 - Shipping address for replacement.
- Cab-Tec has the final determination of resolution for any manufacturer warranty claims submitted. Always discuss with our customer service team prior to promising to the end user (your customer).
- If damages are not impacting the structural integrity of the cabinet, Cab-Tec will not warrant a full cabinet replacement. Cab-Tec reserves the right to provide alternative

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products or components as solutions. Please be sure to provide complete information to expedite your claim process.

- Upon opening carton(s), dealer has 48 hours / 2 days to communicate damage.
- All damage, including concealed damage(s), must be documented and reported upon opening the boxes within 14 days, **PRIOR TO INSTALLATION!**
- Missing items, whether cabinets or parts, must be reported **immediately** from any delivery with notation being made on the Cab-Tec bill of lading or shipping document(s).
- Items that have been assembled and installed cannot be claimed under warranty. **Installation of any product constitutes acceptance and waives all claims** related to that product.
 - Installation of cabinet, molding or accessories constitutes acceptance of products being in good condition.
- Damaged packaging (possible potential damage) needs to be indicated on the delivery receipt when delivery is received.
- Concealed damages must be reported within **14 days** from delivery.
- Cab-Tec will not cover the damage that is caused by transportation arranged by customers.
- We will review claim requests within 24-48 business hours.
- Authorized replacement parts will be shipped out within 3 business days.

NO RESPONSIBILITY FOR LABOR OR SERVICES:

- Cab-Tec shall not be responsible or liable for any labor costs, installation charges, removal fees, service costs, repair expenses, or reinstallation costs under any circumstances. This includes, but is not limited to, costs arising from: damaged or defective products, Warranty claims, and replacement or repair of products. The buyer assumes full responsibility for all labor and service-related expenses.

DISPLAY AND SAMPLE POLICY:

- Cab-Tec is happy to partner with our dealers. We do offer a great program on Cab-Tec products that are ordered and installed in a dealer's showroom. Please reach out to your Sales Representative for more details. Images of the installed display are required for credit to be applied.

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THIRD-PARTY SOFTWARE DESIGN PROGRAMS:

- We do not guarantee price accuracy of third-party design software from 20/20 Design, ProKitchen Design, or other software. Please refer to your Cab-Tec dealer portal for accurate information on Specifications and pricing.

PRODUCT VARIATIONS:

- Wood, finish, color, grain, and texture variations are natural and not considered defects. The grain pattern in wood adds to its natural beauty and is not considered an imperfection. Samples and displays are for reference only.

STORAGE & JOBSITE CONDITIONS:

- Cab-Tec is not responsible for damage caused by improper storage, handling, environmental conditions, moisture, or jobsite exposure after delivery.

Cab-Tec will not share any information with your customers at any time, nor be held responsible for any inaccurate information provided by you or your associates.

If you have any questions or concerns, do not hesitate to contact us at 800-949-1451, or email us info@cab-tec.com.

Cabinet-Tec (Cab-Tec) reserves the right to modify these terms and conditions as needed.