EUROWOOD CABINETS TERMS OF BID ACCEPTANCE

For Eurowood Custom Cabinets

Updated 11/5/2014

I. Bid Acceptance

a. All bids are valid for up to 30 days. Bids accepted after 30 days may be subject to price modification.

II. Bid Details

- a. Bids are created with as much detail as possible. The bid price is accompanied by a proposal which outlines all features that are included for the bid price. The proposal provides an accurate representation of the product features included in the final product.
- b. By accepting the bid price, the client agrees to accept the features listed in the proposal. Any changes made after will be considered a change order (See section IV below).
- c. In the absence of changes to the proposal, the original bid will be the final cabinet price.

III. Shop Drawing Initiation

a. To initiate design process and create shop drawings, 10% of the accepted bid price must be paid to Eurowood.

IV. Change Orders

- a. It is possible that certain features and details will change after developing a bid.
 Features that are added in addition to the features specified in the original proposal (at the time shop drawings are developed) will be subject to a bid price modification. This includes, but is not limited to:
 - i. Addition of features and specialty details.
 - ii. Addition of cabinet footage.
 - iii. Changes in wood species.
 - iv. Changes in design layout.
 - v. Change in finish.
- b. If a change is requested, Eurowood will create a change order. Change orders are priced fairly, and will be communicated to the client for approval before production.
- c. In situations where the client would like to subtract features, a credit toward the original price may be granted. Speak with your Eurowood designer to see which features may be removed to qualify for a credit.
 - i. Credit will be subtracted from the original bid price.
- d. Client is required to approve change order prices before production.

- V. Shop Drawing Approval
 - a. Upon shop drawing completion, client must sign off on the drawings to certify that they agree to design specifications.
 - b. At this time, it is extremely important to verify:
 - i. Actual jobsite measurements (may be verified by Eurowood if needed)
 - ii. Wood species
 - iii. Finish selection
 - iv. Features and additions
 - c. Shop drawings are a representation of the final product. Approving shop drawings certifies that the client:
 - i. Accepts terms and specifications of shop drawings.
 - ii. Approves production of cabinets.
 - iii. Approves original cabinet price plus all change orders.
 - iv. Accepts responsibility of payment for all cabinets which are produced based on accepted design specifications listed in the final proposal.
- VI. Production Down Payment
 - a. Once drawings are accepted, an additional 30% of accepted bid price is due to begin production.
- VII. Production
 - a. Eurowood will produce to the exact specifications on shop drawings.
 - b. Lead time for Eurowood production is generally six to eight weeks after design acceptance.
 - i. Eurowood attempts to beat this goal whenever possible. Talk to a Eurowood representative as soon as possible if a project is required before the standard lead time. There may be options available to accommodate you.
 - c. Product completion dates must be properly communicated to a Eurowood Representative in order to receive product at time requested.
- VIII. Defects
 - a. Eurowood may be held responsible for covering the cost of the following:
 - i. Products with factory defects.
 - ii. Products produced outside of those specified in approved shop drawings.
 - b. Claims against Eurowood for an incorrectly produced item may be taken up with the main office in Omaha, NE. For information visit <u>www.eurowood.net</u> or call (402) 393-4110.
- IX. Shipping (If applicable)
 - a. If shipping option is selected, Eurowood promises to negotiate best freight deals.
 - b. Eurowood works closely with trucking companies to get products delivered on time.

- X. Installation (If Eurowood Installation option applies)
 - a. Installation will be completed by Eurowood (if applicable) in a timely fashion.
 - b. Client needs to be upfront with installation due dates as soon as possible to ensure a timely installation.
- XI. Final payment: (Two options)
 - a. With Eurowood Installation: Final payment is due at completion of installation.
 - b. Without Eurowood Installation: Final payment is due at completion of cabinet production, prior to cabinet shipment.

XII. Warranty

a. Eurowood Cabinets warrants that for a period of one year from the date of shipment, our products will be free from defects in materials and workmanship. When properly handled, our products will conform, within acceptable tolerances, to applicable manufacturing specifications. This limited warranty applies only to Eurowood products which are stored, handled and installed in the manner recommended. Eurowood Cabinets will not be responsible or liable for any misuse, abuse, on-site modifications, improper storage or installation and neglect.