



# Austin Joinery Purchase Agreement

EFFECTIVE 1 FEBRUARY 2023  
AUSTIN JOINERY LLC

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## THE CUSTOM ORDER PROCESS

1. Contact us with your idea.
2. We'll discuss the project.
3. Austin Joinery will give you a FREE quote along with a corresponding concept drawing or annotated photo.
4. The Client accepts the Austin Joinery quote
5. A Sales Order is sent to the Client for review and approval.
6. A deposit will be charged to your method of payment.
7. We design your idea in one of our CAD programs.
8. You approve the design.
9. Our craftsman will start to work on your vision. We'll update you through the process.
10. When applicable, you will receive finish samples during the construction phase of your project.
11. When your project is built our craftsman applies the finish you selected to your project.
12. Your purchase is ready for pick-up, delivery, installation or shipment. Final payment is made upon delivery.<sup>Note 1,2</sup>

Note 1. Shipped projects. Projects that ship via courier require final payment before shipment.

Note 2. Installed projects. Projects requiring installation must be paid in full upon installation. In some cases where installed projects require multiple phases of installation, portions of the final payment, aka Draw Payments, must be made in accordance with a pre-approved written contract.

## AUSTIN JOINERY PRODUCT WARRANTY

### USE & CARE

Austin Joinery LLC d/b/a Austin Joinery furniture can provide years of satisfactory service provided that the following care is taken.

Regularly inspect the furniture for loose or broken parts. Pay particular attention to load bearing components and attachment points; or example, chair legs and table leg attachment points. Any noted instability must be repaired prior to further use.

Keep all hardware secure. Furniture hardware will naturally loosen with use. Use caution when moving or working around furniture. Latent damage may occur if: chair or table legs are bumped during vacuuming or other activities; furniture is dropped during moving or storage. Failure to follow these recommendations may lead to personal injury and or damage to the furniture. **AUSTIN JOINERY IS NOT RESPONSIBLE FOR INJURIES CAUSED BY IMPROPER MAINTENANCE OR USE OF DAMAGED FURNITURE.**

Care and use instructions can be found on the Austin Joinery website under care and use. Project-specific care and use instructions amplifying the general instructions found on our website are provided to every client on the final invoice. These amplifying instructions typically include safety requirements pertaining to load capacity, tip-over prevention or other pertinent information that should not be ignored. Failure to follow those instructions may result in voiding your warranty as well as damage to your project or person(s). **IN NOT CASE SHALL AUSTIN JOINERY BE HELD RESPONSIBLE FOR PRODUCT DAMAGE OR PERSONAL INJURY WHEN CARE AND USE INSTRUCTIONS ARE NOT FOLLOWED BY THE CLIENT.**

THE WARRANTY Austin Joinery Sales Order provides you, the original purchaser, with the limited warranties on the Austin Joinery product described herein. These warranties apply to the original purchases and apply only under conditions of normal use, and are subject to certain limitations and exclusions.

**GENERAL WARRANTY LIMITATIONS AND EXCLUSIONS** Because of the craftsmanship and/or the use of natural materials in Austin Joinery products, minor variations will occur from piece to piece. These warranties do not cover such minor variations or differences between samples and your item(s). Austin Joinery warranties do not cover products sold "as is," or purchased from a secondary source; for example, work built by another vendor that has been brought to Austin Joinery for repair or refinishing. Modifications of any type not made under contract by Austin Joinery void this Warranty.

Our products are not warranted against normal wear and tear, damage resulting from improper use, accidents, abuse, neglect, improper storage, or damage or appearance changes resulting from improper care or storage. For complete

information regarding use and care, please refer to the Austin Joinery Care and Cleaning available on the Austin Joinery website or contact Austin Joinery.

Many of our products are made using natural materials; therefore, variations in size, weights, performance parameters, shape, and color can be expected.

Warranties are not transferable.

**THE REMEDIES PROVIDED IN THIS BROCHURE ARE EXCLUSIVE AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS AND LIABILITIES, WHETHER IN CONTRACT OR IN TORT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREIN. IN NO EVENT SHALL AUSTIN JOINERY BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR OTHER DAMAGES.**

The parties acknowledge that the foregoing is not unconscionable under the standards of the Texas Business and Commerce Codes or Uniform Commercial Code (U.C.C.) and are consistent with the standard terms and conditions of sale between the parties. This warranty is valid only in the contiguous United States for products purchased on or after February 1, 2023.

**DATE OF PURCHASE** is defined as the date two actions occur:

- 1) the client signs the Sales Order
- 2) the Client pays the project deposit.

*If items 1 and 2 have different dates then both Parties agree the later of the two dates shall be the Date of Purchase.*

**WARRANTY START DATE** is the date the Client or the Clients Agent accepted delivery of the project.

Warranty type is based on intended use as specified herein in this warranty statement.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow the exclusions and limitations on incidental and consequential damages or the limitations on implied warranties, so the described limitations may not apply to you. However, proper care and use are essential for preserving your rights under this warranty. For complete use and care instructions, please refer to the Care and Cleaning section of the Austin Joinery website or, contact Austin Joinery for Care and Cleaning information you are unable to find on the website.

**WARRANTY SERVICE** If you have an issue with your Austin Joinery product that you feel is covered by this warranty, contact Austin Joinery immediately. Austin Joinery shall not be responsible for injury or additional damage resulting from delayed warranty claims or continued use of the furniture after a warranty claim is made but repairs have not been completed by Austin Joinery. Austin Joinery may decline to cover delayed warranty claims or continued use after a warranty claim that results in additional damage to the furniture. The sole remedy provided by Austin Joinery under this warranty will be to repair or replace the defective part or product or to issue a refund. Austin Joinery reserves the sole right to decide the appropriate remedy. If we decide to replace the defective part or product, only the defective part or product will be replaced. If we decide to replace a product we no longer sell, we will replace it with a comparable product. Refunds, if any, will be adjusted for the product's use and age. If your product is repaired or replaced, the limited warranty will not be renewed or extended. Should you have any questions or concerns, please contact Austin Joinery at: sales@austinjoinery.com (512) 990-9993

**GENERAL WARRANTY COVERAGE** Products produced by Austin Joinery are warranted to be free from material defects in workmanship, materials, and construction from date of delivery, as written on your delivery Invoice, for the terms listed below in the Warranty Durations, Terms and Exclusions section.

## **SPECIFIC WARRANTY TERMS AND EXCLUSIONS:**

### *INTERIOR USE FURNITURE WARRANTY DURATIONS, TERMS AND EXCLUSIONS*

- 1 year warranty on furniture construction and finishes for interior use.
  - These warranty terms apply to both freestanding and built-in furniture.
  - See the Doors section and We Are Not Liable section of this Agreement for amplifying terms and details.

- Warranty does not cover expansion, contraction, or the effects of extreme high/low humidity, sunlight or temperature in the client's home or business.
- Warranty does not cover any subcontracted components as specified on the Sales Order, client project plans or written Customer correspondence.
- Warranty does not cover rust or tarnishing resulting from scratches or abrasions to metal components or finishes, or changes in patina.
- Warranty does not cover bubbling, cracking, discoloration or delamination of interior use finishes where the item was placed in an area that receives more than 4 hours of direct, daily sunlight through windows that are not screened, shaded or have a UV filtering property.
- Warranty does not cover loose fitting, wobble or cracking as the result of not properly inspecting and tightening mechanical fittings that require regular inspection. For example, but not limited to the example, seasonally checking the nut and washer securing the hanger bolt on a table leg or chair that may loosen with the seasonal movement of joined wood surfaces and should be seasonally inspected and tighten, when required.
- Wood furniture may have one or more of the following characteristics, which are not considered quality defects: variations in grain and color, knots, non-structural cracks, mineral streaks, pitch pockets. Warranty does not cover darkening of wood or finish, which occurs naturally with age.
- Wood absorbs ambient moisture; therefore, the warranty does not cover changes in the gaps aka reveals in door/drawer frame gaps or table leaf gaps caused by either abnormal temperature and or humidity levels in the Clients home, moving the project from one climate to a different climate or seasonal changes in temperature and or humidity.
- Warranty does not cover desktop, dining top or similar hardwood top warp equal to or less than 1/8" per 3'6" or warp of any degree where
  - the Client has placed any glass or other non-breathable cover over the hardwood surface without providing for an air gap between the two surfaces.
  - The Client has improperly stored hardwood projects items.
- Warranty does not cover care and use outside the care and use provisions listed on the final invoice and the Care and Use section of the Austin Joinery website – there is no such thing as an indestructible or infinitely repairable finish folks!
- Warranty does not cover any Material, Finish, Discoloration, or Expansion and Contraction terms specified in the Statement of Disclaimer provided by Austin Joinery to clients with every quote and sales order.

#### EXTERIOR USE FURNITURE WARRANTY DURATIONS, TERMS AND EXCLUSIONS

Exterior Furniture is no longer offered by Austin Joinery; however, in the event under special circumstances Austin Joinery should enter into an agreement to provide exterior furniture or Exterior Use Furniture Warranty Durations, Terms and Exclusions are applicable then the following terms apply:

Exterior Use Furniture carries the same warranty terms and exclusions as Interior Use Furniture but has a 6 month warranty. See the Doors section and We Are Not Liable section of this Agreement for amplifying terms and details.

#### **DOORS, WARRANTY TERMS AND EXCLUSIONS**

- Doors carry the same warranty as listed above with the following exclusions or additions to warranty terms.
- Interior Door. Defined as a door, whether sliding or hinged that is exposed to climate-controlled air at all times on and all sides and is not exposed to unfiltered sunlight for more than 4 hours per day. Interior doors are covered under Interior Use Furniture Warranty Durations, Terms and Exclusions with the following exclusions or additions to warranty terms.
- Exterior Use warranty. Defined as a door, whether sliding or hinged that is NOT exposed to climate-controlled air at all times and on all sides OR is exposed to unfiltered sunlight for more than 4 hours per day. Exterior Doors are covered under Exterior Use Furniture Warranty Durations, Terms and Exclusions with the following exclusions or additions to warranty terms.
- Spontaneous Glass Breakage. Spontaneous breakage occurs when the glass develops a crack without sign of impact. We warrant sealed glass unit installation in exterior doors (excluding laminated glass, and special glazings) for spontaneous breakage in accordance with our corresponding Interior Use and Exterior Use Furniture Warranty durations.

BARRIER DOOR WARP WARRANTY. Defined as any hinged or sliding door you can walk through, whether interior or exterior.

- Greater than 3'6" wide or 8' 0" high. No guarantee for warp or cracking.

- Less than 3'6" wide and less than 8' 0" high are warranted in accordance with these Warranty Terms unless specific exclusions are annotated in writing on the Sales Order or associated design documents.
  - Warp which does not exceed 1/4" in the plane of the door as measured from a top corner to a bottom corner shall not be deemed a defect if after multiple inspections [typically one dry season and one humid season measurement] it is determined the warp is due to seasonal movement of the wood or due to other factors that not covered by this Warranty.
  - Typically 2-3 site visits are required to measure moisture content of the door and to measure warp in plane of the door.
  - In the event a warranty claim is filed, Austin Joinery, in its' sole discretion, will determine the proper course of action and remedy.

CABINET DOORS DOOR WARP WARRANTY. Defined as any hinged or sliding door installation on cabinetry whether interior or exterior.

- Greater than 30" wide or 60" high. No warranty for warp or cracking. Warp being defined as:
  - Warp which does not exceed 1/8" in the plane of the door as measured from a top corner to a bottom corner shall not be deemed a defect if after multiple inspections [typically one dry season and one humid season measurement] it is determined the warp is due to seasonal movement of the wood or due to other factors that not covered by this Warranty.
  - Typically 2-3 site visits are required to measure moisture content of the door and to measure warp in plane of the door.
  - In the event a warranty claim is filed, Austin Joinery, in its' sole discretion, will determine the proper course of action and remedy.
- Any hinged cabinet door constructed wider than its' height. No warranty for door sag. For example, you request us to build a hinged cabinet door that is 30" wide but only 20" high. This puts a lot of stress on the hinged portion of the door frame and shall not carry a warranty against warping or cracking.

## Refinishing and Repairs.

Refinishing and repairs are no longer offered by Austin Joinery; however, in the event under special circumstances Austin Joinery should enter into an agreement to provide refinishing or repair services the following terms apply:

REFINISHING OR REPAIRS MADE TO PROJECT NOT ORIGINALLY BUILT BY AUSTIN JOINERY. NO WARRANTY on work or materials on projects NOT originally built by Austin Joinery. We will do the best work possible for you; however, if we did not build your furniture we cannot possibly know what corners someone may have cut during the original build or on-going care.

REFINISHING OR REPAIRS MADE TO PROJECT ORIGINALLY BUILT BY AUSTIN JOINERY.

- Same as the listed Interior/Exterior Use Furniture Warranty Durations, Terms and Exclusions.
- These Refinishing and Repair Terms DO NOT apply or extend the warranty period when repairs or refinishing are completed as part of a warranty claim.

## WE ARE NOT LIABLE FOR:

- Normal wear and tear, including normal wear and tear of weather-strip; and natural weathering of surfaces or variations in the color or texture of wood or finish; surface cracks that are less than 1/32" in width and/ or 2" in length; for knotty alder, knotty cherry, pecan/hickory, red oak, white oak and juniper: surface checks that are less than 1/8" in width and/or 5" in length, and knot placement, quantity, or size.
- Problems due to misuse or abuse; failure to follow the care and maintenance instructions; or as a result of any cause beyond our reasonable control (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).
- Problems related to: improper re-finishing of all surfaces (front and back) and edges (top, bottom, and sides) of the door slab and frame; variation or unsatisfactory results in sheen or texture resulting from the field application of paint or any other finishing material.

- Failure to provide an adequate overhang for exterior doors; damage caused by extreme temperature buildup where storm doors are present; for specific information pertaining to your structure, consult your contractor or other building professional. **BOTTOMLINE:** Wood is wood, whether a fence or a door. If exposed to large amounts of direct sunlight, dramatic changes in temperature or weather you should expect your door to age much like a fence that is constantly exposed to these elements. Overhangs, regular inspections and refinishing are the key to slowing the aging process and preventing irregularities such as warping from developing.
- Bow or misalignment in the frame or jamb in which the door slab is hung (if such is purchased from Austin Joinery and not pre-hung).
- Slight expansion or contraction due to varying environmental conditions; slab movement (shrinkage or swelling) of 1/4" or less due to temperature and humidity.
- Wood decay for wood components and wood decay for any wood components (including pine) that come in direct contact with soil. Note: superficial mold/mildew does not indicate wood decay. Problems related to water and/or air infiltration due to improper assembly; installation errors or flaws in building design and construction; installation must be in strict conformance with the installation instructions provided by the manufacturer of the door entry system.
- Structural integrity issues or other problems caused by improper field fitting of the hardware, improper sizing of the door slab, or other assembly problems on work not performed by Austin Joinery.
- Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Note: wavy distortions in the glass (e.g. related to laminate interlayer or heat strengthening of glass) are not considered a defect. Slight color variations in glass are not considered a defect.
- Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity.
- Condensation or damage as a result of humidity or moisture penetration (Note: unless due to insulating glass failure, most condensation problems are related to excessive humidity levels in a structure; contact a heating/air conditioning specialist for help).
- Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or does not comply with applicable building codes.
- Hardware, accessories or inserts that are not provided by us.
- Discoloration or rusting of decorative metal accent options, such as grilles, straps, etc.; discoloration of wood sills provided by us.
- Cost for labor, removal or disposal of defective product(s), installation or finishing of the replacement door or component.
- Incidental or consequential damage. Some states/ provinces do not allow the exclusion or limitation of incidental or consequential damages, so this may not apply to you.
- No warranty, guaranty or statement of stability, strength, safety, or craftsmanship is granted, claimed or implied on any furniture Austin Joinery is contracted to repair, modify or touch-up that Austin Joinery did not originally build.



- AUSTIN JOINERY IS NOT AN APPRAISER. Any discussion of value, history, or related matters shall be considered anecdotal. We have no training or certification in determining the value of what you are asking us to repair. Both parties agree the value of what is to be refinished, modified or repaired is equal to or less than the value on the sales order.
- AUSTIN JOINERY IS NOT A DESIGNER OR DESIGN FIRM. WE ARE WOODWORKERS THAT HAVE THE TOOLS AND EXPERIENCE TO MAKE YOUR IDEA COME TO LIFE. Any discussion of aesthetic, color combinations, dimensions, lighting, etc...shall be considered from the standpoint of the Austin Joinery employees relevant experience as it relates to building the project that the Client or Client's designer or architect developed. We have no training or certification in interior design and architecture. We are not responsible for aesthetics, lighting, colors or other features you wish we had incorporated into your projects. In other words:
  - We make your idea come to life, not the other way around.
  - We produce designs for your approval based on the concept you provided to us before building you project.
  - We provide physical wood and stain samples for your approval. In the case of paint-grade projects we provide paint-manufacturer data so you can view the paint color at your local paint store.
  - We deliver a project that conforms to the design, paint & stain specifications you approved in accordance with the terms of this Purchase Agreement.
  - IF THE WOOD SPECIES, DIMENSIONS, COLOR, SHEEN OR OTHER AESTHETIC IS NOT TO YOUR LIKING THAT IS ON YOU NOT US.

## DESIGN

It is the Client's responsibility to review and clarify and details before approving the project concept drawings or project final drawings. Austin Joinery is building your concept, so we rely on your input. We will build what is on the plans! We take no responsibility for stylistic interpretation or details not shown on the approved drawings.

Austin Joinery does not offer stylistic advice. Nor is anyone employed by Austin Joinery a registered designer. Any feedback you receive from an Austin Joinery employee regarding color palettes, style trends, fit, etc... shall be understood by both parties as solely subjective and if accepted by the Client at their own discretion.

## DESIGN CHANGES

Projects include ONE set of drawings based on the draft concept sketch and written Client guidance at the time of contract. If the Client then materially changes the project we may charge you for redesign fees, additional design time. Be prompt with changes! Material changes being defined as

1. A change in the project scope, finish, materials, hardware, style or intended use that requires additional time in excess of the originally estimated amount of time to review or revise the final drawings.
2. A change to the delivery location or installation space that requires modification of the concept sketch to fulfill.

## DESIGN TOLERANCES

FREESTANDING FURNITURE DIMENSIONS. Austin Joinery and Customer agree the construction of freestanding furniture within 1/4" of length, width, depth and height design specifications shall be deemed within tolerances.

BUILT-IN FURNITURE. Due to the frequent irregularity of walls, floors and ceilings, Austin Joinery and Customer agree the construction of built-in furniture [attached to residence/property] that is fitted by Austin Joinery to the space shall be deemed within tolerances.

## PROJECT TIMELINES

Project timelines are quoted as the number of weeks from the time Austin Joinery received BOTH the signed sales order AND client DEPOSIT to the expected week of delivery.

## QUOTED TURNAROUND TIME DOES NOT INCLUDE:

- Client-induced delays. We assume:
  - Client will acknowledge receipt and reply to our correspondence within 3 calendar days.
  - Clients will provide Austin Joinery feedback on drawings and documents submitted for client approval within 5 calendar days of receipt.
  - Client selection of desired paint within 30 days of signing the Sales Order
  - Client selection of the desired stain within 30 days of shipping the stain samples to the Client.
  - Client will provide us client provided materials within the timeline specified in the project contract or written correspondence.
- Unforeseen material delays such as vendor out of stocks or shipping delays
- Client-requested meeting or postponements. You should not assume client-requested delays result in liner delays. For example, if you request a one week delay on your project but the project next in line on the Austin Joinery schedule requires two weeks you should expect a 2 week or more delay.
- Acts of third-party vendors associated with the project i.e. Austin Joinery is contracts to installation a bathroom vanity within 10 weeks but the third-party replacing your floor tile needs 12 weeks.
- Changes to the project by Client, aka Change Orders, during the course of construction
- Inclement weather that may not only affect delivery days and safe working conditions, but lumber moisture content, finish cure times, as well as
- Acts of God

**COMMUNICATION OF DELAYS.** Parties are required to notify in writing the other part of any expected delays as they are known! Time is of the Essence!

**TIME IS OF THE ESSENCE.** We do not accept responsibility for damage that occurs to your project caused by extended delays. Our shop is not a suitable storage facility! It is not climate controlled! Project durations and warranties are based on sticking to the agreed upon plan i.e. if you turn an 8 week project into an 8 month project and the doors of you project warp while being stored at our shop you now own warped doors.

## SHIPPING METHODS, FEES AND POLICIES FOR FREESTANDING FURNITURE

Austin Joinery offers the following types of delivery services for Freestanding Furniture:

### IN ALL CASES,

- **AUSTIN JOINERY IS NOT RESPONSIBLE FOR MAKING SURE FREESTANDING FURNITURE FITS INTO YOUR HOME. IF YOU ARE UNCERTAIN WHETHER OR NOT YOUR PURCHASE WILL FIT INTO YOUR HOME PLEASE LET US KNOW WHEN PLACING YOUR ORDER. FOR A FEE WE WILL SEND SOMEONE BY YOUR RESIDENCE TO MAKE SURE YOUR PURCHASE WILL FIT INTO YOUR HOME AND ASSUME THAT LIABILITY BEFORE WE BUILD YOUR PROJECT.**
- **FULL PAYMENT MUST BE RECEIVED BY AUSTIN JOINERY BEFORE YOUR FREESTANDING PROJECT WILL BE RELEASED FOR SHIPMENT/AT POINT OF DELIVERY/POINT OF CLIENT PICK UP.**

**AUSTIN JOINERY DELIVERY.** This is our most common method of delivering your finished project.

- The Client is responsible for inspection and full payment of all remaining balances upon delivery.
- NO post-delivery damage claims made by Client will be accepted.
- If the Client is not able to attend the scheduled delivery then delivery must be rescheduled by the Client at least 24 hours in advance or responsibility for receipt and inspection must be assigned by the Client in writing to another party and provided to Austin Joinery (typically via e-mail) prior to the delivery.
- In the event of assigning responsibility for receipt to another party, the Client must pay all outstanding invoices in advance or have payment prepared for Austin Joinery at delivery. No exceptions will be made.
- Non-payment will result in delay in delivery and additional fees for re-delivery.
- Damage claims must be made at the time of delivery. If you accept the delivery but note damage you must do so in writing on the delivery invoice. **WE WILL NOT ACCEPT DAMAGE CLAIMS ONCE YOUR PROJECT HAS BEEN DELIVERED.**

**OTHER THAN AUSTIN JOINERY DELIVERY/INSTALLATION.** Three situations apply:

WHITE GLOVE DELIVERY SERVICE. This service applies to deliveries Austin Joinery cannot complete in-house. We will arrange for your furniture to be brought into your home, placed, and assembled. All packaging materials will be removed by delivery personnel. Delivery personnel cannot move your existing furniture, attach anything to walls, or connect electronic equipment unless such services have been discussed prior to delivery with your salesperson. Shipping damage shall be noted at time of delivery.

Damage claim terms are specified on your sales order, final invoice; amplifying terms detailing shipping and receiving terms are typically included for Client approval with those documents. **IN ALL CASES WE WILL NOT ACCEPT DAMAGE CLAIMS OUTSIDE OF THOSE WRITTEN TERMS OF SERVICE.**

CURBSIDE DELIVERY SERVICE. The furniture will be crated by the Austin Joinery or the delivery company and delivered curbside by a third-party furniture delivery service. You are then responsible for inspecting the delivery curbside **BEFORE** accepting the delivery, unpacking and disposing of the shipping materials, and placing the furniture in your home. You must note damage upon receipt on the Bill of Lading as well as notify Austin Joinery with photos of the damage.

Damage claim terms are specified on your sales order, final invoice; amplifying terms detailing shipping and receiving terms are typically included for Client approval with those documents. **IN ALL CASES WE WILL NOT ACCEPT DAMAGE CLAIMS OUTSIDE OF THOSE WRITTEN TERMS OF SERVICE.**

CUSTOMER PICK-UP. If you choose to pick up your furniture yourself, please contact our shop in advance to arrange a pick-up time. Be sure to also confirm with us what you need to bring to properly transport your purchase. You will be responsible for inspecting and receiving the project before it leaves our shop. **WE WILL HELP YOU LOAD YOUR PURCHASE BUT TAKE NOT RESPONSIBILITY FOR PROPERLY SECURING YOUR PROJECT OR ITS UNDAMAGED TRANSPORT! FURTHERMORE, WE WILL NOT ACCEPT DAMAGE CLAIMS AFTER THE PROJECT LEAVES OUR SHOP.**

## **INSTALLATION OF BUILT-IN FURNITURE**

**ALL OR NOTHING.** Austin Joinery does not complete built-in projects where a client or third party completes any portion of the woodwork, finish work (stain/clear coat/paint work) or installation.

**BUILT-IN PROJECT PAYMENT(S).** Client and Austin Joinery understand and agree to the terms of prevailing Texas Lien Laws and the Sales Order terms regarding payments to include deposits, draw-payments aka retainage fees, as well as final payment upon completion of work.

**TIMELINESS.** Client and Austin Joinery understand and agree that built-in projects can be of a complex character and non-standard size with facets of the projects requiring timely delivery of project deliverables as to not cause the other party undue delay or hardship; therefore, both parties agree:

- Time is of the Essence in all matters pertaining to communications and schedules pertaining to built-in projects.
- Timely acknowledgement and review of documents, samples, and related materials by both Parties.
- Not make unnecessary changes to the project schedule without written approval from the other party.
- Delays may result in additional labor fees, materials fees, and or storage fees as well as alteration of the warranty terms.

## **CLIENT REQUIREMENTS FOR INSTALLATION OF BUILT-IN FURNITURE**

- Provide reasonable access to a minimum of 110V/15A power
- Move all area rugs and similar floor coverings. We typically take off our shoes when entering a Clients home but that may not be possible when carrying heavy items or using ladders [wearing socks on ladders in a slip hazard].
- Secure your pets-- we are good about closing doors behind us, but that can sometimes be difficult while carrying cabinets.
- Provide parking for a truck and trailer. In the event such parking is not available parking fees may apply.
- In the event of inclement weather, provide reasonable access to overhead cover to avoid delays or water damage to tools or project components.
- When available, provide us space to stage parts and equipment for your installation. To expedite your installation, when possible, we typically pre-stage parts and equipment the day prior to installation so we can complete your project expeditiously and inconvenience our clients as little as possible.

- Based on our agreed upon date/time of installation, schedule dock times.
- Verify your landlord has no insurance documentation requirements. Let us know if this is not the case, so we can provide appropriate documentation in advance. It is not uncommon in commercial buildings for the landlord to want to a copy of our General Liability policy naming the landlord as additional insured. Please be advised some landlords charge a processing fee for required documentation. We will add the fees we incur onto your final invoice. Delays or re-delivery at the scheduled time of delivery for not verifying these requirements may result in additional fees.
- Be available during the installation. Ideally, that means you or your agent is onsite during the entire installation to answer our questions and inspect our work. At a minimum it means:

---We are able to reach you throughout the installation to answer our questions.

---If we can't reach you during the installation of your project we will, at our sole discretion, modify the project or, halt work. Fees for later modifying the project because you don't like the decision we made or, for additional site visits to finish the project may apply.

- You **MUST** be available at the end of the installation to inspect our work. At the beginning of the installation we will tell you when we expect to be complete. Be available or let us know when you will be available within our normal shop hours. We will do the best we can to accommodate your schedule. We want to wrap up the project to your satisfaction. Chasing you down will not achieve that goal.
- When we deem our work complete we will ask you [or your agent] to inspect the project and make final payment. If you:

---note issues we will correct them immediately or schedule a time to come back to correct the discrepancies before accepting payment.

--opt to not be available for that appointment we will bill you and expect final payment in full. If you then point out issues after-the-fact we will expect payment in full before meeting to discuss discrepancies. We will also charge you additional trip fees to meet with you because our original bid was to perform a final inspection i.e "punch out" "punch list" in fewer visits.

## **COMPLETION OF YOUR BUILT-IN PROJECT IS DEFINED AS** either:

- you or your assigned agent signing the final Invoice accepting the project or,
- we deemed out work complete and you were NOT available at the scheduled time to inspect our work.

**BE THERE TO INSPECT OUR WORK! IF YOU DON'T HAVE A SCHEDULE THAT PERMITS YOU TO MAKE YOURSELF AVAILABLE DURING THE INSTALLATION OF YOUR PROJECT THEN DELEGATE THE TASK TO SOMEONE YOU CAN TRUST (YOUR AGENT). IF YOU CAN'T MAKE THE TIME THEN DO NOT PLACE THE ORDER. WE TAKE PRIDE IN OUR WORK AND WANT TO DO RIGHT BY OUR CLIENTS. WE CAN ONLY DO THAT IF YOU ARE ACCESIBLE TO COMMUNICATE YOUR EXPECTATIONS.**

**UPON COMPLETION OF THE PROJECT** you will have 3 calendar days to "blue tape" the built-in project for scratches or imperfection. This 3-day window applies to built-in projects only. The term "blue tape" refers to the Client marking the project with tape of any visible color where minor imperfections, putty marks that require additional sanding, uneven seams or reveals, or other minor discrepancies are noted. It DOES NOT include missing components, warranty items, change requests outside the scope of the original contract, parts that appear broken due to misuse, gouges, or any other major discrepancy that would be immediately noticeable to any reasonable person.

If you opted to not be available at the time we originally expected our installation to be complete, we will expect payment of the final invoice in full before returning to make any corrections you request. Trip fees for return appointments will also apply at prevailing rates. Those corrections will NOT include any damage or missing components we deem to have occurred between the time we completed the installation when you decided to not be at home when we completed the installation and the time we returned.

**AGAIN, BE THERE TO INSPECT OUR WORK! IF YOU DON'T HAVE A SCHEDULE THAT PERMITS YOU TO MAKE YOURSELF AVAILABLE DURING THE INSTALLATION OF YOUR PROJECT THEN DELEGATE THE TASK TO SOMEONE YOU CAN TRUST (YOUR AGENT). IF YOU CAN'T MAKE THE TIME THEN DO NOT PLACE THE ORDER. WE TAKE PRIDE IN OUR WORK AND WANT TO DO RIGHT BY OUR CLIENTS. WE CAN ONLY DO THAT IF YOU ARE ACCESIBLE TO COMMUNICATE YOUR EXPECTATIONS.**

## **NORMAL INSTALLATION MARKS**

Wall and ceiling scuffs immediately adjacent to the points of connection of face frames, cabinetry and mouldings are normal. We do not touch those surfaces up.

Caulk lines where your installed project joins to the adjacent wall or cabinetry. We do not paint caulk lines.

Client-requested built-in items, wall-to-wall floating shelving and desktops for example, may incur wall damage during fitment of the project to the client space requiring the Client make or hire a third party to make post-installation wall repairs. Client acknowledges these repairs are outside the Austin Joinery scope of work.

## **DAMAGE**

We cover all surfaces we work on or adjacent to where we work with Ramboard or blankets. If you note damage to a wall, the floor, a window or the ceiling it is your responsibility to bring it to our attention upon completion of the project. WE WILL NOT ACCEPT RESPONSIBILITY FOR DAMAGE YOU BRING TO OUR ATTENTION AFTER WE HAVE COMPLETED THE PROJECT NOR WILL WE ACCEPT RESPONSIBILITY FOR DAMAGE TO ANY ITEM WE ARE UNABLE TO MOVE (See the What We Do Not Do section below).

## **WHAT WE DO NOT DO DURING BUILT-IN PROJECT INSTALLATIONATIONS**

- Move electronics, media equipment, existing cabinetry or furniture; particularly future prone to damage (pianos for example).
- Connect electrical, media, plumbing or any other connection require specific licensing or training
- Take responsibility for any damage to the domicile or damage to plumbing, electrical or any other material running through studs in walls that is not properly nail-plated that is damaged when we installation screws into the walls of your domicile to secure your project to a wall.
- Schedule dock times
- Move cable, ethernet or electrical outlets
- Take responsibility for properly hanging televisions. You are responsible for supervising and inspecting the hanging of televisions or similar devises which we may help you move or installation on a limited basis.
- Remove any decorations or fixtures attached to the wall where we are working
- Wait for you upon completion of our work to return home to inspect our work. Be there in the agreed upon timeframe.
- Return post-installation to installation handles you did not provide to us prior to the day of delivery as stipulated in the sales order and or approved designs.

## **STAIN SELECTION AND STAIN SAMPLES**

**STAIN SELECTION** A Statement of Stain options detailing Austin Joinery's current stain selection policy is provided with every quote and sales order. Please refer to that document for Austin Joinery's related policies. For a current copy, please contact Austin Joinery.

**PAINT SELECTION** A Statement of Paint options detailing Austin Joinery's current stain selection policy is provided with every quote and sales order. Please refer to that document for Austin Joinery's related policies. For a current copy, please contact Austin Joinery.

## **HARDWARE**

Hardware will be installed in accordance with the manufacturer's guidelines. The Customer is responsible for utilizing the hardware within its' design performance parameters. To find those details request them from Austin Joinery so we can forward you the information or, visit the manufacturer's website for details.

In some case, due to the wide range of hardware offerings Austin Joinery may not include some project-related hardware; door/drawer pulls or knobs for example. See your individual project documents for details, installation fees, terms and exclusions.

**IN ALL CASE THE CLIENT IS RESPONSIBLBLE FOR REPORTING TO AUSTIN JOINERY AND DOCUMENTING ANY DAMAGE OR IRREGULARITIES TO CLIENT-SUPPLIED MATERIALS PROVIDED BY CLIENT TO AUSTIN JOINERY. NO POST-DROP-OFF DAMAGE CLAIMS WILL BE ACCEPTED!!!!**

WE OFFER NO WARRANTY OF ANY KIND ON CLIENT-PROVIDED MATERIALS!!!!

YOU CAN AIDE US IN AVOIDING THE ABOVE LISTED SCENARIOS BY DELIVERING CUSTOMER-SUPPLIED HARDWARE FOR YOUR PROJECT TO US WHILE YOUR PROJECT IS BEING BUILT IN OUR SHOP. NOT ON THE DAY OF DELIVERY!!!

## **PURCHASE AND PAYMENT INFORMATION**

Austin Joinery™ is a Texas limited liability company (LLC) doing business as (d/b/a) Austin Joinery™. Credit card charges should appear on your statement as Austin Joinery™ LLC. All transactions, statements, promises, warranties or guarantees by Austin Joinery™ are assumed by both parties (Customer and Austin Joinery™ LLC) to be made by Austin Joinery LLC.

Austin Joinery uses offers payment options from various online providers [Paypal, Zelle, Venmo for example] as a convenience to Clients. Both Parties agree to the payment providers terms of service that do not conflict with or violate the Austin Joinery Purchase Agreement terms.

Austin Joinery uses e-sign doc serves [HelloSign, DropBoxSign, DocuSign] as a convenience to Clients. Both Parties agree to the e-sign terms of service that does not violate the Austin Joinery Purchase Agreement terms and furthermore acknowledge these documents to be VALID, LEGAL and BINDING.

Signing the Sales Order provided to you by Austin Joinery LLC at the time you placed your order is acknowledgement by both parties that they have read, understand and will adhere to this statement of Purchase and Payment Information also known as the Sales Agreement(SA), the Sales Order(SO), or Purchase Information as well as the Warranty Durations, Terms and Exclusions.

For purposes of this Purchase Information, Warranty Information, the Sales Order, the term Customer shall be deemed to also mean Purchaser, Buyer, Client.

Austin Joinery™ may contact you to confirm an Online order before we begin construction. In the event we are unable to reach you using the contact information you gave us we will not build your purchase until we hear from you. We do this to: i) add a layer of protection for our customers from online fraud, ii) make sure we have your order correct before building your purchase.

Online orders that do not ship immediately will have an authorization hold for the total amount of the purchase (plus any tax and shipping costs) placed on the method of payment when the order is placed. This authorization hold will then be released when final payment is made via the same or other method of payment.

A signed sales order and deposit are required on all custom orders or refurbishment work. The deposit is non-refundable and shall not be subject to charge-back, reversal of charges by the customer or, refund by Austin Joinery™. The deposit shall be applied to the balance owed by the customer to Austin Joinery™ upon pick up, shipment, abandonment by the customer, or delivery of your completed purchase.

Full payment is required before delivery, pick up, abandonment by the customer, or shipment.

All purchases from Austin Joinery™ are FINAL. See the Warranty Information section of this document for further details.

If the customer opts to issue a check as final payment, Austin Joinery™ may delay delivery, shipment or pick up until the check has been deposited and has cleared.

Change requests or delays caused by the customer to a signed Sales Order may cause the customer to incur additional fees and time delays.

Unless agreed otherwise in writing, designs, plans, drawings, and product photos taken or received by Austin Joinery™ remain the property of Austin Joinery™. Austin Joinery™ may use the designs, plans, drawings, product build photos and final product photos for marketing, sales and future project construction purposes.

Following the signing of a Sales Order by the customer, notification of cancellation of an order by the Customer does not entitle the Customer to a full refund of deposit and may require additional payments by the Client to close the project. Upon request by the Client to cancel a project, Austin Joinery will

- Account for the labor expenses incurred, non-returnable materials, payment processing fees, and other expenses incurred prior to the time of cancellation.

- Account for the time incurred processing the cancellation request
- Provide to Client in writing within 10 business day a Final Cancellation Invoice detailing any refunds or balances owed [Client Deposit less accrued labor expenses and non-refundable materials].
- Client must approve in writing the Final Cancellation Invoice BEFORE any remaining balance of the Deposit will be paid to Client as a refund. In the case where a balances is owed by the Client the balance shall be paid by the Client to Austin Joinery within 10 calendar days.
- Any unpaid balance owed after 10 calendar days from the approval of the Final Cancellation Invoice by either Party shall be subject to accrued interest as specified hereafter.
- Any non-returnable materials will be held by Austin Joinery until unpaid balances are settled but not to exceed 30 calendar days from the date the Client requested cancellation of the project. After 30 calendar days Client grants Austin Joinery the right to either store the Client Materials for Fee as specified hereafter or, dispose of the materials without additional compensation by Austin Joinery to Client.

Austin Joinery™ will attempt to notify you, the customer, via phone or email when your order is complete. An attempt to notify you of your order being complete shall be deemed by both parties as proper notification. Orders must be picked up by you or scheduled by you for delivery within 10 calendar days of Austin Joinery notifying you of completion. Orders not picked up from Austin Joinery™ or scheduled for delivery by you within 10 calendar days of completion shall incur a minimum \$10 per day storage fee, plus storage expense fees. This minimum fee is subject to the size, weight, and fragility of storing your project. Austin Joinery™ shall not be obligated to store a customer's completed purchase indefinitely. Unless agreed otherwise in writing, upon the passage of 15 calendar days from the date Austin Joinery completed your order and gave you notification of completion, Austin Joinery™ shall assume the purchase has been abandoned by you, the customer, and all warranties void and remaining balances owed to Austin Joinery™ immediately collected using the means of payment provided by you at the time your order was placed. The warranty shall not be reinstated if the Customer takes possession of the project after abandoning the project.

In the event the means of payment you provided at the time you placed your order is no longer valid, expired, void, has an insufficient remaining limit or, is incapable of processing the remaining balance owed, an Eighteen Percent (18.00%) annual percentage rate (APR) shall be applied to your outstanding balance until such time the amount owed by you is paid in full. The rate of interest on the outstanding balance shall be calculated on a daily basis. It shall be calculated as 18.00% in the numerator divided by 365 in the denominator, then multiplied by the amount owed. This rate of interest owed plus the balance owed shall be calculated and compounded on a daily basis. In the event this rate is deemed to be unlawful the highest rate acceptable by law shall be in effect as deemed by a Court or arbitrator.

By signing the Sales Order the Customer agrees that both Austin Joinery™ LLC and the Customer shall be bound by laws under the Texas UCC (Uniform Commercial Code). Any dispute, controversy or claim arising out of the Sales Order, the Purchase Order, the Quote, the Receipt, the Austin Joinery website, or any related document will be submitted to expedite binding arbitration in front of a single arbitrator in accordance with the American Arbitration Association (the "AAA") with its Commercial Rules pertaining to the Texas UCC (Uniform Commercial Code) with Expedited Procedure. All parties will attempt to agree upon a mutually acceptable arbitrator; however, if the parties are unable to agree upon an arbitrator, then an arbitrator shall be selected in accordance with the Arbitration Act. This binding arbitration is the sole and exclusive remedy for any and all disputes between the parties, and each party expressly waives its entitlement, if any, to have any such controversy claim or dispute heard before a court or jury. The arbitrator shall be empowered to award damages, attorneys' fees and costs of arbitration to the prevailing party but shall not be authorized to award punitive or consequential or any other damages. The arbitrator's decision will be final and shall not be appealable. The arbitration will take place in Williamson County, State of Texas unless otherwise agreed between the parties in writing.