

TRAILS END CUSTOM CABINETRY

STANDARD TERMS & CONDITIONS



Effective Date: 7/1/2026

These Standard Terms & Conditions ("Terms") govern all quotations, contracts, purchase orders, design services, manufacturing services, delivery services, and installation services provided by Trails End Custom Construction LLC d/b/a Trails End Custom Cabinetry ("TECC"). These Terms shall apply to all projects unless otherwise modified by a written agreement executed by both parties.

1. DEFINITIONS

1.1 Builder

The individual, contractor, developer, homeowner, or entity contracting with TECC for services.

1.2 Order Submittal

The date on which all of the following have been received and approved by TECC:

- Executed Project Contract
- Approved Cabinet Plans
- Approved Project Pricing
- Required Deposit

1.3 Contract Price

The total value stated in the approved project contract, excluding approved change orders.

1.4 Change Order

Any modification to the approved plans, specifications, materials, finishes, scope, or schedule after Order Submittal.

1.5 Delivery Date

The scheduled date cabinets are delivered to the project site.

1.6 Installation Date

The scheduled date installation activities begin.

1.7 Substantial Completion

The point at which cabinetry is fully functional and reasonably complete for intended use, excluding minor punch-list items.

2. QUOTATIONS & PRICING

2.1 Quote Validity

Unless otherwise stated, quotations are valid for thirty (30) calendar days from issuance.

2.2 Scope of Work

Only items specifically included in the approved proposal, drawings, and contract shall be included in TECC's scope of work.

2.3 Exclusions

Unless expressly stated, quotations exclude:

- Electrical work
- Plumbing work
- Countertops
- Backsplashes
- Flooring
- Appliance installation
- Drywall repair
- Painting and touch-up by others

2.4 Pricing Adjustments

Projects postponed for more than ninety (90) days after Order Submittal may be subject to material and labor cost adjustments.

3: DESIGN SERVICES, ESTIMATES & RETAINERS

3.1 Preliminary Estimates

Prior to design development, TECC may provide a preliminary project estimate based upon architectural plans, builder-provided documents, conceptual layouts, or other information available at the time.

Preliminary estimates are budgeting tools only and shall not be construed as final pricing.

Actual project pricing may increase or decrease based upon final design selections, scope modifications, engineering requirements, field conditions, material selections, and client-directed revisions.

3.2 Design Retainer

Before commencement of design services, Builder shall pay a Design Retainer equal to three percent (3%) of the preliminary estimated project value.

The Design Retainer secures TECC's commitment of design, engineering, project development, and consultation resources.

3.3 Billing Against Retainer

Design services shall be billed against the Design Retainer at a rate of One Hundred Dollars (\$100.00) per hour.

Billable time may include, but is not limited to:

- Cabinet design
- Engineering
- Plan revisions
- Client meetings

- Builder meetings
- Site consultations
- Product research
- Scope development
- Specification review
- Project coordination

TECC shall maintain reasonable records of billable design time.

3.4 Additional Retainers

Should billable design services exceed the available Design Retainer balance prior to completion of the design process, TECC reserves the right to require an additional Design Retainer equal to three percent (3%) of the preliminary estimated project value.

Design work may be suspended until any additional required retainer has been received.

3.5 Final Contract Pricing

Upon completion of the design process, TECC shall provide final project drawings, scope definition, and contract pricing for approval.

The final contract price may differ from any preliminary estimate due to design evolution, scope changes, material selections, engineering requirements, or client-directed modifications.

3.6 Conversion to Production

Upon execution of the final Project Contract, the Builder shall provide the required Production Deposit equal to fifty percent (50%) of the approved Contract Price.

Order Submittal shall not occur until all required documents have been approved and the Production Deposit has been received.

3.7 Retainer Credit

Upon delivery of the project, TECC shall issue a credit on the Delivery Payment invoice equal to the amount of Design Retainer(s) previously collected.

The Design Retainer shall be credited as a line-item adjustment and shall not modify the approved Contract Price.

Unused portions of any Design Retainer shall be credited in full.

If billable design services exceed the amount of collected retainers, TECC reserves the right to invoice the difference prior to contract execution or as otherwise agreed by the parties.

4. PAYMENT TERMS

4.1 Standard Payment Schedule

Unless otherwise agreed in writing:

- 50% Production Deposit due upon Order Submittal
- 40% Delivery Payment due upon Delivery Date
- 10% Final Payment due upon Substantial Completion

4.2 Payment Methods

TECC accepts approved forms of payment as established at contract execution.

4.3 Late Payments

Invoices not paid within ten (10) calendar days of due date may incur interest at the maximum rate permitted by applicable law.

4.4 Suspension of Work

TECC may suspend:

- Production
- Delivery
- Installation
- Warranty services

- Future scheduling

until all outstanding balances are paid.

4.5 Collection Costs

Builder shall be responsible for all reasonable costs associated with collection of unpaid balances, including attorney's fees where permitted by law.

5. JOBSITE READINESS REQUIREMENTS

5.1 Builder Responsibility

Builder is solely responsible for ensuring the project is ready for delivery and installation.

5.2 Required Conditions

Prior to delivery or installation, the project shall be:

- Weather-tight
- Dry
- Secure
- Accessible
- Adequately illuminated
- Free from construction debris

5.3 Climate Control

Permanent HVAC systems shall be operational and maintaining normal residential temperature and humidity levels.

5.4 Access

Builder shall provide safe and reasonable access for unloading, transportation, and installation of cabinetry.

5.5 Site Delays

If installation crews are unable to perform work due to site readiness issues, additional mobilization and trip charges may apply.

6. DELIVERY, STORAGE, & DELIVERY READINESS

6.1 Scheduled Delivery

TECC schedules production based upon the delivery and installation dates established at Order Submittal.

6.2 Storage Grace Period

If Builder cannot accept delivery on the scheduled date, TECC may store completed cabinetry for up to five (5) business days at no charge.

6.3 Storage Fees

Following expiration of the grace period, storage fees shall accrue at:

0.5% of the total contract value per calendar week

Storage fees:

- Are based on the total contract value excluding sales tax
- Are billed weekly
- Treat partial weeks as full weeks
- Continue until delivery occurs

6.4 Advance Notice Exception

Storage fees shall be waived if:

- Written notice is provided at least six (6) weeks before scheduled delivery
- The revised schedule is accepted by TECC
- No additional delays occur

6.5 Indirect Delivery Fee

Delivery to temporary storage facilities including PODS, shipping containers, garages, warehouses, or third-party storage locations shall incur an Indirect Delivery Fee of Four Hundred Dollars (\$400.00).

6.6 Payment of Completed Cabinetry Held in Storage

If cabinetry is completed and ready for delivery but cannot be delivered due to project delays, TECC may invoice and collect the Delivery Payment otherwise due upon delivery.

The Delivery Payment shall be due on the originally scheduled Delivery Date.

6.7 Project Abandonment

Projects remaining in storage for more than ninety (90) calendar days beyond the scheduled delivery date may be deemed abandoned.

TECC shall provide fifteen (15) calendar days written notice prior to exercising remedies available under this provision.

6.8 Rescheduling Rights

TECC reserves the right to adjust production schedules and delivery sequencing in response to project delays.

7. CHANGE ORDERS

7.1 Written Approval Required

No change shall be binding unless approved in writing.

7.2 Schedule Impacts

Approved changes may result in:

- Additional costs
- Revised lead times
- Revised delivery schedules

7.3 Design Revision Charges

Significant revisions following final approval may incur additional design or engineering fees.

8. INSTALLATION TERMS

8.1 Installation Conditions

TECC installers shall have uninterrupted access to perform their work.

8.2 Protection of Finished Work

Upon completion of installation, Builder assumes responsibility for protection of cabinetry from damage caused by:

- Other trades
- Occupants
- Weather
- Construction activities

8.3 Additional Trips

Additional service calls caused by:

- Site readiness issues
- Missing appliances
- Countertop delays
- Work by others

may be charged at TECC's then-current service rate.

9. PUNCH LIST & COMPLETION

9.1 Punch List

TECC shall address legitimate punch-list items within a reasonable period following Substantial Completion.

9.2 Minor Items

Minor adjustments shall not delay Substantial Completion or final payment.

9.3 Final Payment

Final Payment shall become due upon Substantial Completion.

10. WARRANTY

10.1 Limited Warranty

TECC warrants its cabinetry to be free from defects in workmanship and manufacturing under normal residential use.

10.2 Exclusions

Warranty excludes:

- Water damage
- Abuse
- Misuse
- Improper cleaning
- Structural movement
- Excessive humidity
- Excessive dryness
- Acts of God
- Modifications by others

10.3 Natural Wood Characteristics

Natural variation in grain, color, texture, and seasonal wood movement are inherent characteristics of wood products and are not defects.

10.4 Warranty Service

Warranty claims must be submitted in writing with supporting photographs and project information.

11. BUILDER RESPONSIBILITIES

Builder shall:

- Verify field dimensions.
- Verify appliance specifications.
- Verify plumbing locations.
- Verify electrical locations.
- Coordinate other trades.
- Maintain safe jobsite conditions.
- Protect completed cabinetry.
- Communicate schedule changes promptly.
- Ensure payment obligations are satisfied.

12. DELAYS BEYOND CONTROL

TECC shall not be liable for delays resulting from:

- Material shortages
- Supply chain disruptions
- Labor shortages
- Transportation interruptions
- Weather events
- Acts of government
- Natural disasters
- Events beyond TECC's reasonable control

Project schedules shall be adjusted accordingly.

13. LIMITATION OF LIABILITY

TECC shall not be liable for:

- Consequential damages
- Incidental damages
- Lost profits

- Financing costs
- Delay damages
- Liquidated damages imposed by others

TECC's total liability shall not exceed the amount paid to TECC under the applicable project contract.

14: DOCUMENTATION, COMMUNICATIONS & PROJECT RECORDS

14.1 Project Communications

The parties acknowledge that construction projects frequently require communication through multiple channels. TECC may rely upon information received through:

- Email
- Text message
- Project management software
- Marked-up drawings
- Shop drawings
- Written meeting notes
- Photographs
- Video recordings
- Electronic signatures
- Written correspondence

for purposes of project administration and record keeping.

14.2 Builder Responsibility for Information Provided

Builder shall be responsible for the accuracy of information, dimensions, specifications, schedules, appliance selections, and site conditions communicated to TECC by Builder, Owner, Architect, Designer, or other project representatives.

TECC shall be entitled to reasonably rely upon information provided by such parties.

14.3 Photographic Documentation

TECC reserves the right to document projects through photographs and video recordings before, during, and after installation.

Such documentation may be used for:

- Quality control
- Warranty administration
- Change-order documentation
- Damage documentation
- Project records
- Marketing and portfolio purposes

Unless the Builder or Owner provides written notice prohibiting marketing use prior to project commencement.

14.4 Electronic Approvals

Electronic approvals, including approvals communicated through email, electronic signature platforms, project management software, or written text communications, shall constitute valid project authorization when reasonably indicating the intent to approve a design, scope modification, pricing change, delivery schedule, or other project-related matter.

14.5 Record Retention

TECC may retain project records, drawings, communications, photographs, invoices, contracts, and related documentation as necessary for business, warranty, legal, and operational purposes.

14.6 Conflict Resolution of Documentation

In the event of conflicting project information, the following order of precedence shall apply:

1. Executed Project Contract
2. Approved Change Orders
3. Approved Cabinet Drawings
4. Written Email Correspondence

5. Other Written Project Communications

15. DISPUTE RESOLUTION

Prior to initiating legal proceedings, the parties agree to attempt good-faith resolution of disputes through direct negotiation.

Any legal action arising from these Terms shall be brought in the county and state where TECC maintains its principal place of business unless otherwise required by law.

16. ACCEPTANCE

Builder acknowledges receipt of and agreement to these Standard Terms & Conditions and agrees that these Terms shall apply to all current and future projects unless otherwise modified in writing. Acceptance of any TECC estimate, proposal, contract, approved drawing package, change order, electronic approval, purchase order, or authorization to proceed shall constitute acceptance of the then-current Trails End Custom Cabinetry Standard Terms & Conditions.

BUILDER ACKNOWLEDGMENT

Company: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____