

# POLICIES & GENERAL INFORMATION

## Condition of Sale:

- It is the sole responsibility of the customer to review the accuracy of orders for style, color, size and quantity by way of order confirmation. Orders will not be processed until confirmation is received.
- Drawings ARE NOT CONSIDERED ORDERS. Only the sales order will be recognized as an approved order.
- We are a wholesale distributor and do not sell to the public. It is the responsibility of the customer to accompany and assist your clients in the selection process. You will need to supply your Rep with an accurate layout with measurements, a list of appliances, the height of the finished kitchen, all required moldings, and cabinet style. Your presence will still be required as your clients rarely understand the cabinet options and how they work in a design.
- All confirmed unassembled orders received by 3PM will ship the next business day (Monday-Friday) unless different date requested.
- All confirmed assembled orders received by 3PM will take 3-5 days ( M-F ) to be ready to pick up or delivered locally. Assembled cabinets are not available for LTL shipping.
- Jarlin holds no responsibility for assembly or installation errors.

## Freight & Transportation Policy:

- The responsibility of Jarlin Cabinetry ceases upon delivery of product in good working order to transport companies and all product(s) are shipped at consignee's risk.
- If for any reason an order is shipping via ground at Jarlin's expense, Jarlin will pay for standard ground freight only.
- If for any reason an order is shipping via LTL at Jarlin's expense, Jarlin will pay for standard LTL freight only.
- If a customer requests an upgrade to a parcel shipment method, the customer will be charged the entire freight charge.
- 48" wide panels cannot be shipped LTL or UPS. These are for local pickup only. If you must have 48" wide panels shipped, Jarlin will only guarantee 42" of width will be good. Up to 6" damage will be considered good.

## Mandatory Receiving Requirements for LTL or UPS Deliveries

Step 1: Check skid and loose piece count on Bill of Lading (BOL)/Delivery Receipt(DR), and match it to the actual amount on pallet and loose pieces on the pallet.

Step 2: Visually check pallet for damage. IMPORTANT: If the boxes appear to be damaged, take close-up and wide-angle photographs of the damage.

Step 3: YOU MUST note any damage or missing items on the carriers BOL/DR at the time of delivery. Any deliveries accepted and signed by customer without such notes will be considered complete and no claim can be made.

Step 4: Check packing slip (located on shrink-wrap of pallet) against the actual items on the pallet. Item numbers are located on the outside of each box

Step 5: Sign the Bill of Lading (BOL)/Delivery Receipt (DR). Keep one copy and save it for future reference, if needed. When you sign, you are accepting that delivery is complete and has no damage unless noted on BOL/DR at the time of delivery.

**\*Make a note on all copies of the BOL/DR that lists the items that are missing or signs of damage. Pictures of any damaged product and packaging are required. Please contact Jarlin to start claim process. Please submit with claim form to [customerservice@jarlincabinet.com](mailto:customerservice@jarlincabinet.com) within 5 business days of delivery**

## Mandatory Receiving Requirements for Warehouse pick-up or delivery: LAST PICK-UP AT 5PM, 1PM Saturday.

Step 1: It is the responsibility of the customer to inspect all product(s) to verify all items are present and free of visible damage prior to loading vehicles of unassembled and assembled products.

Step 2: Visually check product for damage. IMPORTANT: If the boxes appear to be damaged, notify the warehouse manager of the damage.

Step 3: Check pick-up list against the actual items and quantity prior to loading their vehicles. Item numbers are located on the outside of each box.

Step 4: Customers are responsible for loading their own vehicles. There will be a \$40 loading fee if assistance is required.

Step 5: If something is incorrect or missing, notify the warehouse manager.

Step 6: Sign the pick-up list.

**\*ONCE THE PICK-UP LIST IS SIGNED, NO CLAIM CAN BE MADE FOR DAMAGE OR MISSING UNASSEMBLED OR ASSEMBLED CABINETS.**

**\*ASSEMBLED CABINETS CANNOT BE RETURNED UNDER ANY CIRCUMSTANCE. ANY CONCEALED DAMAGE ON ASSEMBLED CABINETS MUST BE REPORTED WITHIN 24 HOURS.**

- If returning items, please see the "Returned Goods Policy".
- In case of concealed missing or damaged parts, please see the "Concealed Missing, Damaged or Defective Parts Policy".

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## **Delivery Service:**

- Local delivery service is only available in Palm Beach, Broward, and Dade Counties.
  - There is a delivery fee of \$120 for Broward Counties and \$160 for Palm Beach & Dade County.
  - This is first floor delivery only. Deliveries above 1<sup>st</sup> floor WITH AN ELEVATOR, add \$80.00. Any others will be considered and quoted.
  - It is the responsibility of the customer to inspect all product(s) to verify all items are present and free of visible damage prior to signing for unassembled & assembled products.
  - If something is wrong or missing, notify the driver. Driver will return to warehouse and the replacement will be rescheduled for delivery.
  - Sign the delivery list. Concealed damage will not be picked up or delivered.
- \*ONCE THE DELIVERY LIST IS SIGNED, NO CLAIM CAN BE MADE FOR DAMAGE OR MISSING UNASSEMBLED OR ASSEMBLED CABINETS.**  
**\*ASSEMBLED CABINETS CANNOT BE RETURNED UNDER ANY CIRCUMSTANCE.**

## **Returned Goods Policy:**

- Customers must complete the Merchandise Return Form and return to [customerservice@jarlincabinet.com](mailto:customerservice@jarlincabinet.com) within 30 days of receipt of order.
- This form must be returned with the product and must be delivered to Jarlin within 10 business days from the date issued.
- No products shall be returned to Jarlin until a return authorization has been issued.
- Jarlin assumes no responsibility for items returned without proper authorization.
- All boxes containing the returned products must be unopened and undamaged. Under no circumstances can assembled products be returned.
- Customers are responsible for all freight and transportation charges associated with returns, and customers will assume all risk of loss and damage until the products are delivered to the Jarlin facility. Jarlin does not pick up returns.
- Upon receipt and inspection of the returned products, Jarlin will issue a credit for the invoice amount for qualifying returns and will incur a twenty percent (20%) restocking fee. No credit will be issued for lost or damaged items.

## **Concealed Missing, Damaged or Defective Parts Policy:**

- Any damaged, missing or defective parts require the following to be resolved.
- Customer has 15 days from receipt of order to report any concealed damage.
- Check to make sure all parts are present and free of damage as it is taken out of the carton.
- Any missing or damaged parts must be photographed, take close-up and wide-angle photographs of the damage at this time before assembly.
- Send request with detailed description, sales order # and photo to [customerservice@jarlincabinet.com](mailto:customerservice@jarlincabinet.com).
- No parts will be replaced at no charge without sales order # and photo or after cabinet is assembled.
- Jarlin has 48 hours to review the request. Jarlin will notify customer at this time as to the outcome of the review. If the item(s) are to be replaced at Jarlin's expense, they will be shipped within 48 hours of notice.
- Jarlin will ship all replacement/missing orders standard UPS, 1<sup>st</sup> choice or standard LTL, 2<sup>nd</sup> choice.
- Jarlin cannot be held responsible for any cost including labor accrued during the installation of any of its products sold via any channels of distribution. This includes, but is not limited to, items that may be flawed or have been damaged in transit.

## **Disclaimers:**

- Defects do not include items beyond reasonable control, including but not limited to, the following:
- Wood and Color Variations. Natural variations in the color, textures and grain of the wood used to manufacture cabinets or changes in the color of the wood caused by the natural aging process of the wood material is not considered defective.
- Wood Doors. Changes to wooden doors caused by changes in humidity, temperature and other local atmospheric conditions are not considered defects. Door warpage of up to 1/4" shall not be considered a defect. Note also that doors that appear warped may often be the result of improper installation.
- Painted Finishes. Changes (such as finish stress lines) caused using non-porous woods (such as birch) or by changes in humidity, temperature and other local atmospheric conditions are not considered defects.
- Glazed finishes are by nature uneven, and some edges and profiles will be larger than others. Glazed finishes may vary from item to item, resulting in variations in color, texture and finish. These types of variations are not considered defects.

# POLICIES & GENERAL INFORMATION

## **Change Orders Policy:**

- Jarlin will consider requests for minor changes or cancellations to an order in writing up to 24 hours after receipt of signed confirmation.
- A twenty-five dollar (\$25), non-refundable service fee will be charged to Buyer for each occurrence of changing an order.

## **Returned Checks:**

- There will be a \$25 returned check fee for each occurrence.

## **Storage Fees:**

- Purchased items not picked up by Buyer within three (3) business days after buyer receives Ready for Pickup notification are subject to storage fees, including, but not limited to, a daily fee of thirty dollars (\$30) for items stored at Jarlin Cabinetry.

## **Design Service:**

- Jarlin provides a design service you can utilize.
- There is a fee for this service. The fee is at the discretion of Management.
- \$50 for limited design, \$100 for moderate design and \$150 for advanced design. This fee will be required before this service is provided.
- Jarlin holds no responsibility for improper measurements or incorrect cabinet sizes provided by customer.
- Drawings ARE NOT CONSIDERED ORDERS. Only the sales order will be recognized as an approved order.

## **Financial Responsibility:**

- Jarlin Cabinetry requires payment of invoices upon receipt of goods.

## **Quotation of Price:**

- All written quotations of price ("Quote") made by Jarlin Cabinetry will be valid for a period of thirty (30) days, without exception, from the date of the Quote generated by Jarlin Cabinetry. Under no circumstances will Jarlin Cabinetry honor verbal quotations of price.

## **Taxes:**

- All sales tax, excise taxes, or other forms of taxes levied against this transaction shall be paid by Buyer over and above all other sums
- Buyer is or may become obligated to pay hereunder. These taxes are in addition to the purchase price of the products subject to an order.
- If you are exempt from tax, an original signed tax exemption certificate must be submitted to Jarlin Cabinetry. Without a valid signed tax exemption certificate on file at Jarlin Cabinetry all applicable taxes will be charged to the Buyer.

## **Governing Law:**

- Venue and Jurisdiction All issues concerning the formation, performance, or interpretation of any contract regarding this sale shall be governed by the laws of the state of Florida, and any dispute between Jarlin Cabinetry and Buyer will be resolved in Florida the prevailing party in that dispute entitled to its costs and reasonable attorney's fees.

## **Severability of Terms:**

- If any phrase, clause or provision shall be declared void, the validity of any other provisions shall not be affected there.

## **Display Rebate Program:**

- Showroom Displays will be purchased at the regular price.
- When the display is installed, please send photo of completely installed display.
- Showroom Displays will be purchased at the regular price. Upon receipt of photo of installed display, Jarlin will provide a store credit for the difference of .30 multiplier discount off the list price and your current multiplier.

# WARRANTY INFORMATION

## THREE YEARS LIMITED WARRANTY

Jarlin Cabinetry warrants to original consumer purchase(s) for a period of three years from the original date of purchase that all other components of Jarlin Cabinetry shall be free from defects in material and workmanship under normal use.

Jarlin Cabinetry warrants to original consumer purchaser(s) for as long as they own their home that the drawer box, drawer glides, and hinges used in the manufacture of Jarlin Cabinetry products shall be free from defects in material and workmanship under normal use.

These warranties are only applicable to products used in residential applications within the United States and are non-transferable to subsequent owners.

Should defects in material or workmanship exist during the applicable warranty period in any Jarlin Cabinetry will elect at its discretion to either repair or replace the defective material or component free of charge, This warranty covers only parts and materials of the products supplied by Jarlin Cabinetry. Not covered under this warranty are countertops, appliances, plumbing fixtures, etc. or the costs, including labor, to remove and reinstall materials and related components such as fixtures, appliances, etc.

This warranty shall become void if the cabinets are in any way modified, improperly installed, or damaged prior to or during the installation. This also disclaims products utilized in any application other than the standard. Furthermore, this warranty will not apply to cabinets damaged by misuse, neglect, abuse, acts of God, exposure to moisture, exposure to extreme temperatures or the effects of normal wear and tear.

Natural woods vary in color, characteristics, and exhibit subtle changes as they age. For example, wood joints may eventually have visible cracking around the joint area and cabinet color may darken or lighten over time.

Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color match over time. These variations are considered to be the nature of the material in relation to their environment exposure and are not covered under this warranty.

Jarlin Cabinetry reserves the right to alter design, specifications and material without obligation to make similar changes to products previously manufactured.

The repair(s) or replacement(s) are contingent upon the current product offerings of style and construction options within the Jarlin Cabinetry product at the time of the warranty claim. If a warranty claim is filed after an Jarlin Cabinetry product becomes obsolete, Jarlin Cabinetry reserves the right to honor the warranty in one of the following fashions:

- 1)** To replace the affected component with a new component with a new component of the same style.
- 2)** To replace the affected component and any other component(s) in the residential application to achieve a uniform appearance with a similar and comparable and comparable product style of the originally purchased style.

If components are replaced, Jarlin Cabinetry cannot guarantee that the finish of these replacement(s) will exactly match the finish and appearance of the components in the residential application. This is due to the changes that occur during woods natural aging process, affecting its color and grain.

**THIS WARRANTY IS THE EXCLUSIVE WARRANTY OF JARLIN CABINETRY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

This warranty gives you specific legal rights and you may have other rights, which vary from state to state. Some states do not allow the exclusion of limitation or consequential damages, so the above limitations or exclusions may not apply to you.

To obtain replacement(s) under Jarlin Cabinetry's Three Year Limited warranty, take clear pictures of the part that needs to be replaced and Email it to [customerservice@jarlincabinet.com](mailto:customerservice@jarlincabinet.com). A dated sales receipt as proof of purchase is required to use this warranty.