



Terms & Conditions

H+H Modern
7300 Dartmouth Ave



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PART I.

1. INTRODUCTION

As a valued customer of H+H Modern, we would like to you be familiar with our terms to ensure that your H+H Modern experience is a satisfying one.

2. COMPANY BIO

H+H Modern is an independent firm and an authorized dealer of high quality cabinetry. Our unique designs reflect a blend of creativity and function, the latest advances in technology and

manufacturing, and painstaking attention to detail.

Our Custom Cabinetry is fabricated according to exact specifications with the highest standards in quality and finish.

As a direct dealer for our cabinet lines, we have the flexibility to design cabinetry for your project that is guaranteed to fit any realistic budget. Our mission is to provide our clients with creative and functional design, excellent value, individualized attention, and unparalleled service throughout the entire process.

3. SALES AND PURCHASE CONTRACT

(1) Your purchase of goods from H+H Modern is subject to these Terms and Conditions of Sale.

(2) By signing the contract, you are accepting the price of the goods and services and are subject to the Terms and Conditions listed below on page 1 and page 2 of the Terms and Conditions of Sale.

4. ORDERS

(1) You will receive a presentation via email confirming your material selections, final dimensions and details (including but not limited to trim and other accent/inserts).

(2) Any representations made about material availabilities are accurate to the last known stock level and are subject to change. If H+H Modern cannot supply (or will result in a delay) a particular product, H+H Modern will notify you by telephone or email within 5 business days.

(3) H+H Modern will be deemed to have accepted your order by way of sending you over a purchase contract.

(4) All orders must be verified with the Acceptance and Sign-Off contract by the "client", GC or other responsible party.

5. PRICE

(1) Prices do not include taxes, delivery or handling charges unless otherwise agreed on in writing on an addendum to the purchase contract.

(2) Prices are inclusive of all items listed on the final Presentation and must be signed by both parties by electronic signature or email as an acceptance of the order. In some cases, payment will constitute acceptance of the purchase contract.

6. PAYMENT

(1) Payments must be made via check or wire transfer and paid to the order of Hammer and Hand Imports.

(2) Deposits and payment terms vary for each vendor. Please refer to your purchase agreement for details.

7. ASSEMBLY

(1) All of H+H Modern cabinets are frameless. They will come prepped for assembly.

(2) H+H Modern cabinetry does not come assembled unless agreed upon in an addendum of this contract.

(2) Should your cabinets come unassembled, assembly instructions will be provided to you.

8. SUPPLY AND DELIVERY

(1) Subject to acceptance of your order, H+H Modern will sell and supply the products to you are shown on your order confirmation (see #3) and order presentation (see #4).

(2) Orders may take up to fourteen (14) weeks to be delivered to you from the date you place your order. This timeframe is the average manufacturing lead time required by suppliers. H+H Modern will contact you 3 weeks after the order is confirmed to notify you of the indicative delivery date.

Note: High volume and special orders (outside of our normal suppliers) are subject to lengthier timelines for production and delivery.

(3) Delivery dates are estimates only and we are unable to accept any liability for failure to deliver the products within a specified time resulting from shipment/delivery delays from our suppliers, force majeure, breakdowns, strikes, acts of god and other disruptive circumstances for as long as these circumstances and the consequences persist.

(4) Delivery times will be arranged with you in advance. If you are unable to accept delivery within 5 days from our first call, you are subject to a \$500 a day demurrage/storage fee charged to us by the customs broker. Storage fees will be added to the final shipping invoice.

(5) Should there be a customs inspection, H+H Modern will pay 50% of the inspection fee.

(6) If there is no one to accept delivery on the pre-arranged delivery date, you will be charged for transport and re-delivery costs.

(7) The entire shipping bill, plus any additional charges (storage or re-delivery) must be paid within 7 days of your receipt of the bill.

9. DAMAGE OR FAULTY PRODUCTS

(1) If any product ordered by you arrives damaged and the damage is noted properly according to the Acceptance and Sign-Off agreement, H+H Modern will replace the product. Replacement timeline is subject to availability of the product, production and delivery times.

(2) If any portion of the shipment is missing, H+H Modern will notify you of a timeline for the arrival of the missing piece(s). If possible (depending on the size),

H+H Modern will airmail the missing piece to you ASAP.

(3) As samples and detailed presentations are provided and approved by you for your purchase, H+H Modern will not provide you with a refund or exchange simply because you changed your mind or the product was not what you expected.

(4) If your order arrives damaged, please alert us immediately at info@hhmodern.com or by phone, 407-491-0421.

(5) H+H Modern is not responsible for ensuring that the products are suitable for a particular purpose other than what the final presentation shows. This includes any changes or modifications to the final layout and dimensions agreed upon in your order. Unless agreed upon in an addendum.

10. WARRANTY

(1) Subject to your complying with these Terms and acceptance of your order, H+H Modern will sell and supply the products as shown on your Order Confirmation.

(2) Our warranty covers all manufacturing defects and is valid for 5 years from the date of purchase. The warranty period enters into force from the date printed on your sales contract.

(3) Our warranty is non-transferable and is valid only for the original purchaser unless agreed upon in an addendum.

(4) The warranty covers repair or replacement of unusable or defective parts free of charge during the warranty period and after inspection and acceptance by H+H Modern or its agent.

(5) Natural variations in the color of the wood, changes in color under ambient or artificial light, slight variations owing to high humidity or dry conditions and the grain of the wood, knots or other natural characteristics of wood or veneer products are not covered by the warranty.

(6) Any scratches or nicks noticed during the time of unwrapping will be covered under the warranty and are subject to inspection and acceptance by H+H Modern.

These must be noted within 10 business days of unwrapping.

Note: Volume orders have 21 days to make a claim.

(7) This warranty excludes;

(a) damage resulting from careless or incorrect furniture installation, unless installed by an H+H Modern approved installer.

(b) damage from accidents such as that resulting from a fall, impact natural disaster, fire and, in any case, all defects that cannot be attributed to defects in the manufacturer of the product.

(c) products that are disassembled, modified or repaired by anyone other than an H+H approved installer.

(d) poor upkeep or improper use of the product.

11. FORCE MAJEURE

H+H modern will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems, supplier delays or freight delivery delays.

12. GOVERNING LAW

These terms will be governed by and interpreted in accordance with the laws of the local St Louis County Courts. If any provisions of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.

13. SEVERABILITY

If any or part of these terms are found to be void, invalid, unlawful or unenforceable than that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and H+H Modern.

PART II.

1. ENTIRE AGREEMENT

The Goods are sold by H+H Modern to the Client subject to these terms and conditions and not otherwise. These terms and conditions prevail over any inconsistent provision in any verbal communication by the Client to H+H Modern or by H+H Modern to the Client about the sale of the Goods, including any text or email conversation with the Client unless on a signed contract or addendum to the contract or these Terms and Conditions. The agreement records the entire agreement between the Client and H+H Modern about the sale of the Goods by H+H Modern to the Client.

2. PAYMENT AND RISK

(1) The Client must pay the Price for the Goods to H+H Modern as agreed upon in the purchase contract before H+H Modern delivers the goods to the client.

(2) All risk for the Goods passes to the Client upon delivery of the Goods by H+H Modern to the delivery address on the contract, unless covered in the "Damage or Faulty Products" section of this contract.

3. RETENTION OF TITLE

(1) Title to the Goods shall not pass from H+H Modern to the Client until such time as H+H Modern has received payment in full of the Price for the Goods in cleared funds and there are no other moneys owing by the Client to H+H Modern in respect of the Goods.

(2) Until such time as payment is made in full of the Price for the Goods in cleared funds, H+H Modern reserves the right to recover possession of the Goods.

(3) Where H+H Modern has not been paid the Price for the Goods listed on the signed contract, the Client agrees that the relationship between H+H Modern shall be fiduciary and that the Client shall hold the Goods as bailee for H+H Modern, and, if required, shall store the Goods in a manner that clearly shows the ownership of H+H Modern.

4. STORAGE

If the Client refuses or is unable to accept delivery of the Goods or any part of the Goods on the Delivery Date, the Client must pay storage charges to H+H Modern at the rate of \$500 per, unless other arrangements have been made in writing, to deliver and store the goods at the expense of the Client. The daily rate of \$500 per is payable until the Client accepts delivery of all of the Goods.

5. RETURN OF GOODS

Subject to law:

- (1) the Client has not right to return all or any of the Goods to H+H Modern; and
- (2) H+H Modern has no obligation to refund all or any part of the Price.

6. CANCELLATION

Subject to law:

- (1) the Client has no right to terminate or cancel this agreement; and
- (2) the Client must indemnify H+H Modern in respect of all loss, costs, claims and expenses incurred by H+H Modern as a result of any default by the Client under this agreement.

7. INSTALLATION AND ACKNOWLEDGEMENT

- (1) H+H Modern has no obligation to install the Goods or perform any residential building works.
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(2) All final measurements must be signed off on by way of checking all of the boxes on the "[Customer Agreement and Sign-Off](#)" form by the Client or a Contractor/Representative of the Client before the FINAL Order is placed and is acknowledgement of the final order. Further, Client releases H+H Modern from any liability or expense incurred if order arrives as stated in the final plans attached to the "[Customer Agreement and Sign-Off](#)" by Client (or contractor representative of Client).

8. SIGNATURE

Client's signature below indicates acceptance of these Terms & Conditions and entrance into a contractual agreement with H+H Modern beginning on the date of signature. Your initial payment per the terms on the purchase contract will also represent acceptance of this proposal, and entrance into a contractual agreement with H+H Modern, beginning on the date of payment receipt.

Signature of Representative

Date

Print Name:
