



# PURCHASE AGREEMENT

## BETWEEN THE SELLER:

Hoboken Cabinetry, LLC  
416 Bloomfield Street  
Hoboken, NJ 07030

## AND THE PURCHASER:

Name  
Street Address  
City, State, Zip

*The terms and conditions outlined below have been reviewed and agreed to by both parties prior to signing the contract. Both parties understand and agree to be bound by each and every paragraph herein.*

The parties to this agreement are PURCHASER and SELLER. PURCHASER represents that he/she has the legal authority and right to enter into this contract.

### **PAYMENT:**

We accept the following forms of payment:

Credit Card, Secure Electronic Bank Transfer, Personal Check, Certified Check, Cashier's Check, payable to **Hoboken Cabinetry, LLC**.  
\*\*\*Personal Checks must clear the bank before any material is ordered\*\*\*  
\*\*\*3% surcharge fee applies for all credit card transactions\*\*\*

### **ALL MATERIAL COSTS ARE DUE IN FULL AT TIME OF PURCHASE.**

If, for any reason, PURCHASER (i) fails to make payment required by the Agreement in full on or before its due date or (ii) otherwise violates any of the PURCHASER's obligations under this Agreement, then SELLER may (a) terminate this Agreement, (b) cancel the orders executed pursuant to this Purchase Agreement, and/or (c) refuse to schedule or cancel delivery of the Materials hereunder.

SELLER has the right to cancel any contract at any time without penalty. If SELLER cancels the contract, he/she agrees to refund any portion of the PURCHASER'S payment that pertains to products not yet delivered and/or services not yet rendered.

### **LIABILITY:**

In the event that there are two or more PURCHASERS, this Agreement will be jointly and severally binding on each of them.

Both parties agree NO modification to the contract shall be enforceable unless it is in writing and signed by both parties.

FORCE MAJEURE: Delays caused by floods, strikes, illness, labor disputes, backordered material, accidents, acts of God or other causes beyond the reasonable control of the SELLER shall excuse or extend the time for performance of the contract.

### **REFUNDS/CHANGES/ CANCELLATIONS:**

This agreement may be cancelled unilaterally by PURCHASER by notifying SELLER in writing by registered mail by midnight of the third day following signing of the contract.

No refunds or exchanges will be issued once Material orders have been placed by SELLER with manufacturer.

PURCHASER understands that any changes which are to be made to the agreed upon plans and specifications, may result in additional costs for materials and delivery charges. PURCHASER agrees to pay such additional costs upon presentation of billing by SELLER.

All prices that are based on plans or measurements provided by PURCHASER or PURCHASER'S agent/contractor are subject to increase in the event of any inaccuracies therein.

**MATERIAL DISCLAIMERS:**

**Stained Wood Finishes:**

Natural wood varies in color, and mineral streaks (and knots if applicable to wood selection) may be visible where parts of the tree absorbed minerals differently in one specific area than another. This phenomenon will affect the wood grain and texture and can cause stains to absorb inconsistently. These natural variations will be present in all cabinetry.

**Painted Finishes:**

Natural expansion and contraction of solid hardwoods can be expected. As the wood moves depending on the humidity and temperature levels of the environment, the movement of the wood can at times become visible at joints on doors, drawers and frame members. This movement becomes more visible on painted finishes and will be present in all cabinetry.

It is important to understand that all woods continue to lose or gain moisture, therefore natural expansion and contraction is expected. Stress lines can appear in painted door and drawer fronts and at frame joints. These lines will be magnified by painted finishes but do not affect the durability of the product and will not be considered as a cause for repair or replacement under the warranty.

When possible, medium density fiberboard will be used for painted door and drawer fronts to minimize some of the lines that can appear in painted woods. Stress lines in painted finish products are not to be considered, in any way, a result of inferior workmanship or defective material. It will not affect the stability of the cabinetry, the doors, drawers, or the finish in general.

**Glazed Finishes:**

Are painted finishes that have been top coated with a contrasting stain to enhance their appearance and are subject to the same conditions as painted finishes. Glazed finishes are done by hand and are considered an artistic effect subject to slight variations which will be present in all cabinetry.

**Wood Cabinets:**

Are from natural wood; therefore natural 'imperfections' (spots, shade variances, knots, & etc.) will exist. A solid wood cabinet door may not have full matching grain or color. Changes can not be made to these natural grain and color variations.

**Natural Stone Countertops:**

Are made from natural stone, therefore, natural 'imperfections' (patterns, streaks, color variances, etc.) will exist. Changes cannot be made to these natural patterns and color variations. Seam(s) will exist depending on the size of the kitchen countertop, please consult the stone template technician on site for more details.

**Engineered Stone Countertops:**

Engineered stone is a natural quartz based surface. It may contain variation in color due to raw materials. Particles used in the products may sometimes produce minor blotches and colored particles that are considered acceptable and part of the stone design. Seam(s) will exist depending on the size of the kitchen countertop, please consult the stone template technician on site for more details.

**Wood Countertops:**

Are made from natural wood; therefore natural 'imperfections' (spots, shade variances, knots, & etc.) will exist. Seam(s) will exist depending on the size of the kitchen countertop, please consult the stone template technician on site for more details.

PURCHASER understands that cabinets and countertops will incur wear and tear from daily use and is not a cause for warranty.

Natural stone countertops may stain and crack at natural vein joints and therefore understands that maintenance is the PURCHASER'S responsibility.

**DELIVERY:**

PURCHASER agrees to accept delivery of the Materials as soon as Material is ready to ship. In the event PURCHASER cannot accept delivery, it will be PURCHASER'S responsibility to arrange for a suitable storage location for the Materials. Should SELLER have to reschedule delivery of the Materials for any reason including, but not limited to, PURCHASER'S inability to accept the materials, any and all additional expenses associated with the re-delivery of the Materials shall be the sole responsibility of PURCHASER. It is the responsibility of the PURCHASER or PURCHASER'S representative to inspect all Material within 5 days from time of delivery and report any damage to SELLER within the five day period and provide supporting pictures. Failure to do so shall constitute an irrevocable acceptance of the goods and void any future claim from the SELLER or Manufacturer. Materials such as crown molding, toe board, fillers, trim, cabinet shelving, etc. must be accounted for, any shortage of or missing Materials must be reported to SELLER within 5 days from time of delivery. Failure to do so shall void any future claim from the SELLER or Manufacturer and any additional expenses incurred to provide such Materials shall be the sole responsibility of the PURCHASER.

PURCHASER'S responsibility includes the removal of all furniture, fixtures, and appliances so that the SELLER'S delivery agent has clear access when delivering Material. SELLER is not responsible for damage to furniture as a result of moving.

**STORAGE:**

Whether delivered into storage or at PURCHASER'S residence, PURCHASER is responsible for providing humidity (between 25%-55% relative humidity) and temperature (between 60 – 90 F) controlled environment. Failure to do so can cause extreme expansion or contraction to wood, possibly resulting in damage to the cabinetry and shall be the sole responsibility of the PURCHASER or PURCHASER'S representatives to make repairs. PURCHASER accepts responsibility for Materials delivered to job site in good order by SELLER or his suppliers and agrees to provide protection against theft and damage from the elements.

**INSTALLATION:**

PURCHASER agrees that SELLER is not providing any general contracting or installation services under this agreement other than Sales of Materials. In addition, the SELLER shall not be responsible for any oversights, errors or omissions made by the PURCHASER's (contractors, electricians, plumbers, etc.). Any and all parts necessary to rectify contracting and/or installation errors or damages will not be the responsibility of the SELLER. The PURCHASER may order such parts through SELLER in a written Change Order to this Purchase Agreement executed by PURCHASER and SELLER.

PURCHASER understands that SELLER may suggest independent contractors for installation and SELLER is not responsible for any jobs privately negotiated between the independent contractor and PURCHASER.

SELLER will not be responsible for any damage to materials caused by PURCHASER or PURCHASER'S contractors.

SELLER will not be responsible for any necessary adjustments to hinges, tracks or slides.

**DISPUTES:**

If a dispute arises from or relates to this contract or the breach thereof and if the dispute cannot be settled through direct discussion within 30 days, the parties agree to solve the matter through the court system in the County of HUDSON in the State of New Jersey. PURCHASER also agrees not to contact the Better Business Bureau, Consumer Affairs or any other agency without first notifying the SELLER of his/her intention to do so and allowing 90 days for satisfactory resolution by the SELLER.

**WARRANTIES:**

PURCHASER understands and accepts manufacturer's terms of warranty.

SELLER does not provide any additional warranties.

**PHOTOGRAPHY:**

Hoboken Cabinetry reserves the right to photograph PURCHASER'S completed renovation space that includes any materials purchased through Hoboken cabinetry for its website, portfolio, marketing and sales purposes.

**ESTIMATE(S), INVOICE(S) & APPROVED DRAWING(S):**

The attached estimate(s), invoice(s) and drawing(s) signed by PURCHASER is acceptance of the agreed upon price for materials and services. Any modifications will be confirmed in writing and signed by both parties.

The prices, specifications, terms and conditions as stated above are satisfactory and hereby accepted.

**PROJECT INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

PURCHASER (Print Name): \_\_\_\_\_

PURCHASER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SELLER (Hoboken Cabinetry, LLC) Signature: \_\_\_\_\_ Date: \_\_\_\_\_