



CUSTOM CABINETRY & MILLWORK

TERMS & CONDITIONS

NIICO MILLWORK

TERMS & CONDITIONS

These terms and conditions govern quotations, sales orders and the manufacture, delivery and installation of cabinetry and millwork supplied by NIICO Millwork Group Ltd.

Keep this document with your sales order and warranty for reference.

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SECTION 01

PAYMENT SCHEDULE

Payments shall be made as follows: 50% deposit on acceptance of the contract, and 50% on delivery. Based on size of contract, space requirements in the area being worked in and/or order of in which the job must be installed, delivery may occur in stages. If this is the case, customers will be invoiced and payment is due on the day of the first delivery. The stages will be explained at the time of the first delivery.

Prices are subject to change after 30 days of above date unless quotation has been accepted. A 2% per month interest charge on all overdue accounts shall apply to outstanding balances after final completion sign off date.

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SECTION 02

TITLE TO MATERIAL AND GOODS

Title to all material and goods remains in NIICO until paid in full.

SECTION 03

DRAWINGS / DESIGNS

All drawings and designs are property of NIICO. A non-refundable deposit of \$5,000.00 plus HST is required for release of drawings. Such amount will be applied to the final deposit amount upon finalization of this sales order.

SECTION 04

ACCEPTANCE

This quotation is open for acceptance for a period of thirty (30) days from the date set out above. Upon execution and delivery by customer of a signed quotation, a legally binding and enforceable contract shall exist incorporating the terms and conditions of this quotation. Sales orders may not be cancelled and deposits are non-refundable.

SECTION 05

CHANGES

In the event a customer wishes to change, modify or add to a sales order, a change order must be completed and accepted in writing by both the customer and NIICO Millwork Group Ltd. ("NIICO"). Changes to drawings or specifications after final sign off date will result in a 10% administration fee. In the event the change order requires a pricing adjustment, NIICO and customer shall agree on pricing before changes are implemented to the original sales order. The change order shall then form part of the original sales order. NIICO reserves the right to reject any changes, modifications or additions to a sales order until customer has approved a separate change order including pricing changes, if applicable. In the event of non-agreement, NIICO shall only be required to comply with the original sales order. Delivery date may also be affected depending on nature of changes and NIICO delivery schedules.

SECTION 06

DELIVERY

Delivery is estimated to be 10-20 weeks following final approval of drawings, specifications and receipt of deposit. All drawings and specifications must be finalized a minimum of ten (10) weeks prior to proposed delivery date to meet the production schedule.

THIS INCLUDES

- Cabinet stain or paint colours approved and signed off
- Knobs selection (if applicable) on all components of project
- All interior hardware specification finalized
- All changes to drawings
- Drawings sign-off
- Final site measurements

Failure to meet this deadline may result in delays to delivery. If delivery date must be rescheduled, it will be rescheduled at the next available delivery opening.

SECTION 07

CUSTOMER RESPONSIBILITIES

BEFORE INSTALLATION

Customer is responsible for preparing the area for installation including without limitation removal of old doors, shelving, tracks, trim, or any other obstructions. Area must be ready for installation. NIICO will not handle clothing, appliances, stored items or other contents, audiovisual equipment, etc. Customer shall be responsible for the cost of any additional labour required to prepare area for installation. Customer shall be solely responsible for painting and/or condition of wall before and after installation.

SECTION 08

DELAYS

NIICO shall not be liable for delays caused by factors beyond its control, including, but not limited to, Acts of God, strikes, labor disputes, acts or omissions of the Client or its agents, fire, natural disasters, pandemic or other unforeseeable events. NIICO also relies on suppliers and cannot be held responsible for delays that are not of it's direct responsibility. Additionally, if any quality-control issues arise that prevents NIICO from confidently meeting its established standards of craftsmanship. NIICO reserves the right to withhold release, delivery, or installation of the order until such issues have been resolved.

SECTION 09

WARRANTY AND LIMITATIONS

Every product has been carefully manufactured and is guaranteed to be free of defects in workmanship or material for a period of two years from invoice date. If in our sole judgment, any product proves to be defective in material or workmanship and fails to perform to specifications, a similar replacement will be furnished without cost. Such replacement shall be the limit of NIICO's liability. NIICO shall not be liable to customer or any third party for damages sustained, arising directly or indirectly out of the purchase of any products beyond the price paid by the customer for such products. No other agreement, oral or written, express or implied, shall qualify the terms hereof.

ACCOUNT STANDING

Warranty work will not commence until the outstanding account is paid in full.
Warranty will be void if any balance remains unpaid.

Full coverage terms are set out in the NIICO Two Year Limited Warranty, which accompanies this document.

QUESTIONS

For questions about any of the terms set out in this document, or about the status of your sales order, please contact our customer care team.

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ACKNOWLEDGEMENT OF TERMS

CUSTOMER SIGNATURE

DATE