

Installation of joinery and cabinetry only.

All other works including (but not limited to) plumbing, electrical, gas fitting, tiling, waterproofing, stone supply and installation, flooring, and structural or building works are expressly excluded from this contract and are engaged directly by the owner under separate contracts.

1. Inclusions

What is included in your project is itemised individually on the quotation.

Unless otherwise specified the following are **NOT INCLUDED** in the project.

- Removal of the old kitchen or joinery
- Appliances (sinks/taps/ovens/etc.)
- Ducting of the range hood
- Rendering of existing walls
- Stone/granite benchtops
- Plumbing or Electrical (Services from other contractors)

2. Glass splash backs

All our joinery is designed, manufactured and installed to be 'fit for purpose'.

Unless otherwise specified the following are NOT INCLUDED extras to glass splash backs.

- Power point outlets
- Cut-outs for power point outlets
- Metallic colours
- Cut-outs in glass to mount canopy range hoods

3. Copyright

We do not charge for our initial design; therefore, we will not release any plans or imagery without receipt of the deposit.

All Radiant Kitchens' Designs are subject to copyright. It is a criminal offence to copy, release or sell any of our Designs/Plans/Quotations.

3.a Media

We really enjoy having had our work featured in the media and have had the pleasure of being showcased in a few publications both online and in print. We request, In the case of Radiant Kitchens work being photographed for *any* form of media that:

- 1) We are notified of the publication, time and instance that it is being photographed.
- 2) Radiant Kitchen's role in the project must be identified, a) If the project was Designed by Radiant Kitchens. (All of our design work is copyrighted).
- 3) If the project was Manufactured by Radiant Kitchens.
- 4) If the project was Installed by Radiant Kitchens.

3.b Photography Permission

Radiant Kitchens are exceedingly proud of the work that we produce. We aim to photograph as many of our projects as possible to show our future customers and display online and in print media. Often our tradesmen may

take a photograph of the project to show their supervisors of the quality of workmanship. We may choose to publish these photographs.

A. Radiant Kitchens Right to Photograph the Work. Owner shall permit Contractor or person(s) employed or engaged by Contractor, without compensation or deliberation to Owner, to take photographs at the project site, before work commences, the work in progress and completed work, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor. We understand, respect and value our client's right to privacy. Such photographs and any accompanying descriptions shall not identify Owner or the property address of the project without the express written consent of Owner. If our client is the project

manager, builder or architect etc. It is their responsibility to forward this information on to the owner.

We may request to return to the project site to photograph the completed project, for example once the floors have been installed or the walls painted etc. In this case, we will endeavour to organise a time that is convenient to our client. We may need to move small items to fully showcase the joinery, in which case we will leave the property as we found it. We may also need to open the cabinets to photograph the hardware being used. As mentioned in paragraph A. We will never identify the owner, or location unless we have written consent.

4. Height Variables

We will endeavour to install all joinery as specified in the final plans. However, we will not be responsible for un-level floors or walls. When possible, all amendments will be discussed with the owner prior to any modification, however in the case that the owner is unavailable we will use our best judgement to complete the project. All variations are subject to additional charges.

5. Final check measure

All plans are subject to the final check measure. Written notice must be given for any building modifications which are made after the final check measure (Including plumbing, electrical) that will affect the proposed site for installation. We must be given sufficient notice if amendments are to be made to the design. All variations are subject to additional charges and possible delays.

6. Asbestos

We must be informed if the project site houses any form of asbestos. Work Will be suspended if the presence of Asbestos is detected during installation, all affected areas must be inspected by a professional and either removed or correctly isolated prior to our tradesman continuing installation. We will not be held liable for any delays or additional costs that may occur.

7. Plumbing/Electrical Damage

We will not be liable for Gas/Water pipe or electrical wire damage during installation, as there is yet no way of tracing pipes or cables behind walls with absolute certainty. It is the homeowner's responsibility to ensure the location of water/gas pipes through obtaining house plans, building inspections or through the opinion of a trade professional. In the instance of pipe damage caused during installation, Radiant Kitchens will assist in the

repair or organisation to repair the damage, however, will not be monetarily liable.

7b. Contractors

Radiant Kitchens does not accept nor request payment for other contractors including (but not limited to) electricians, plumbers, stone masons or tilers.

Any recommendation of other contractors is provided solely as a courtesy to the owner.

Any liaison with other trades is limited strictly to confirming joinery dimensions and layout requirements.

Radiant Kitchens does not engage, coordinate, supervise, program, or manage other trades and does not act as a principal contractor.

It is the homeowner's responsibility to select, engage, communicate with, and make payment directly to all other contractors.

7.a Tile Damage

In the instance where our installers will need to drill through existing tiles, we will use all due care to minimise the risk of damage, however due to the nature of the material of most tiles we cannot be held responsible for any damage that may be caused during installation. We recommend that you speak with your designer regarding the chosen tile materials prior to installation.

8. Flooring

We must be advised of the intended floor material prior to production. The thickness of the flooring will affect the height of the cabinets. We advise our clients to wait until the kitchen has been fully installed prior to installing, floating floorboards, vinyl flooring or polishing hardwood. Due to the weight of most cabinetry, it can be exceedingly difficult for our installers to manoeuvre the cabinets without contacting the floor. We will make every effort to not damage existing flooring; however, we will not be responsible for any scratches, chips or marks to flooring that occur during installation.

9. Appliances

Radiant Kitchens follow the manufacturer's installation instructions for appliances. However, installation instructions often change without notification. We therefore recommend that our clients only use licenced manufacturer recommended appliance installers for all their appliances. We recommend that you are present when they are installing the appliances and ensure that the installer confirms our cabinetry meets their current standards. We make every effort to adhere to the requirements for warranty, we therefore accept no monetary liability for any subsequent changes made to the cabinetry due to installation instruction amendments.

In the instance of not being able to obtain installation instructions we will not proceed with production until we receive written approval to continue from the client. If our client's needs differ from those of the requirements of the manufacturer's installation for any appliance, we will require a written approval from the client prior to proceeding to production.

10. Site Access

The owner must provide adequate time and access to the site to check measure, for installation or any other purpose needed to complete the project. If the site has access to parking, the owner must ensure access for the contractor's vehicles as close to site as possible.

10.1 Delays Beyond Our Control

Radiant Kitchens will not be liable for delays to manufacturing or installation caused by events outside its reasonable control, including (but not limited

to) delays in material supply, site access restrictions, variations requested by the owner, delays caused by other contractors, industrial action, inclement weather, natural disasters or unforeseen site conditions.

Where such delays occur, Radiant Kitchens will notify the owner as soon as reasonably practicable, and any agreed timeframes will be extended accordingly.

11. Plans

All plans and variations to plans must be signed and returned to us before we can continue work on the project. Failing to provide written agreement to the plans and variations will result in the job being placed on suspension. All amendments and additions are subject to additional charges. Variations and amendments placed after the approved final plans may be subject to an additional design fee. We will not be held responsible if any variations affect the date of the scheduled installation.

11.a Variations

Any change to the scope of works, specifications, materials, finishes, dimensions, layout, or installation requirements requested by the owner after approval of the final production plans will be treated as a variation.

Variations may result in additional costs and revised timelines. No variation will be carried out until written approval has been received from the owner.

Where variations are requested after manufacturing has commenced, the owner acknowledges that changes may not be possible and any costs incurred to that point remain payable.

11.b Alteration Fee

Radiant Kitchens do not charge for an Initial Design. Due to increasing demands placed on our designers we now charge a fee for amendments made to your initial design. Substantial changes will be subject to an alteration fee of \$250.00 Plus GST per plan. *For more information, please contact the Designer in charge of your project.*

11.c Cancellation by Owner

If the owner cancels the contract after approval of production drawings, the owner is liable for all costs incurred to that point, including design, materials ordered, manufacturing completed, and reasonable administrative costs. Custom-made joinery items cannot be cancelled or refunded once production has commenced.

11.d Client responsibility for accuracy of supplied info

The owner is responsible for the accuracy of all information provided, including appliance specifications, site dimensions not physically verified by Radiant Kitchens, and third-party contractor work.

12. Internals- Design Customisation

We require notification of any specific client requirements, for example a specified drawer depth to house a particular item. If we are not provided with such information, we will build our cabinetry to our standard dimensions. All requirements must be discussed with your designer prior to approving the production plans.

12.a Colour choice and samples

We encourage our clients when choosing colours (especially polyurethane doors) to view a sample door of the painted finish. If the colour chosen is not within our standard range, we can produce a sample at an extra cost.

Please note that sample door colours/gloss levels may vary slightly to the finished product.

Radiant Kitchens advise our clients to choose colours carefully. Any change of mind or request to repaint will be at an additional cost and may delay the project significantly.

13. Production

We require written approval of our final production plans and receipt of the progress payment prior releasing the project to be manufactured. If you are unsure of how to correctly interpret the production plans, please contact the designer in charge of your project and they will explain the drawings in detail to you. **Once plans are submitted for production no further variations can be made. Any variation requested by the owner after approval of final production plans will be treated as a variation and may attract additional costs and revised timelines. No variation will be carried out without written approval**

13.a Cancellation by Owner

If the owner cancels the contract after approval of the final production plans, the owner will be liable for all costs incurred by Radiant Kitchens up to the date of cancellation, including design, materials ordered, manufacturing completed, and reasonable administrative costs. **The owner acknowledges that all joinery and cabinetry supplied by Radiant Kitchens is custom made and, once production has commenced, cannot be cancelled, varied, refunded, or resold.** Any amounts paid prior to cancellation will be credited against costs incurred. Where costs exceed payments received, the balance remains payable by the owner.

14. Payment Due Dates/Payment methods

Payments must be made on the specified due dates listed on the invoice.

The deposit must be received on the date of sale/agreement of the quotation. We will not release any plans/drawings prior, nor will the project proceed for technical drawing until we have receipt of cleared funds. Agreement of the contract of sale is accepted either through the signed quotation or the receipt of the deposit.

The progress payment will be requested on the client's written approval of the production plans. The project will not proceed to manufacturing without receipt of the progress payment.

Delays in payments of either the deposit or progress payments may impact the agreed installation date.

Any variations to the project (alterations or additions) to the project will affect the requested payment amounts listed in the payment schedule on the invoice.

The scheduled payment request will be adjusted to suit on the invoice, and it will be resent to the client after each variation.

The final balance will be due 3 days prior to the scheduled date of installation by EFT. If the final balance is not received 3 days prior to the scheduled installation, we reserve the right to cancel the scheduled installation until full funds have been received.

We will accept payment via **bank cheque or cash payment only on the day of installation**. However, a project will not be released for installation without receipt of written notice of paying either by bank cheque or cash payment 1 week prior to the scheduled date of installation.

Late payments are payments made past 30 days from the first request of payment and will incur a fee of \$50.00 plus GST.

If for any reason the owner/client is unable to make payment by the specified day they must inform us at least 5 days prior to the scheduled date of installation.

Failure to pay on time without 5 days' notice will result in the project being placed on suspension. We will not be liable for any monetary costs that may occur due to this delay.

As we assemble all our cabinetry in our workshop and given the large scale of most of our projects once a project has been suspended due to unpaid funds and is housed in our workshop past the scheduled date of installation a Daily Housing Fee of \$100.00 plus GST will apply.

15. Installation Date

We will endeavour to organise an installation date that suits both the owner and our schedule. However, we reserve to the right to change the installation date if required. Radiant Kitchens will not be liable for any additional costs that may occur due to delaying the installation.

15.a Installation Scope

All references to installation within this quotation relate to joinery and cabinetry installation only.

15.b Force Majeure

Radiant Kitchens will not be liable for delays caused by events outside its reasonable control, including supplier delays, site access restrictions, industrial action, or unforeseen site conditions.

15.c Limitation of consequential loss

To the extent permitted by law, Radiant Kitchens is not liable for indirect or consequential losses including loss of profit, loss of rent, or accommodation costs.

16. Warranty

All payments must be received in full to be eligible for warranty.

Radiant Kitchens Cabinetry and Joinery is covered under a 7-year **structural** warranty.

16.a Built-In Furniture Insurance Exemption (NSW)

This contract relates solely to the manufacture and installation of Built-In furniture (joinery and cabinetry) and is exempt from the Home Building Compensation Fund insurance requirements pursuant to Clause 58 of the Home Building Regulation 2014 (NSW). This exemption applies because the scope of works is limited to Built-In furniture only and does not include any other residential building work. All plumbing, electrical, gas fitting, tiling, waterproofing, stone supply or installation, flooring, or other building works are expressly excluded and are engaged directly by the owner under separate contracts.

16.b Damage to Finishes

Scratches/chips/stains and general wear to finishes will not be covered under warranty. Radiant can assist in the repairs however, all repairs are subject to additional charges.

To maintain and correctly care for your material finishes we suggest using warm, mild soapy water then dry the material with a clean micro fibre cloth ensuring to remove any moisture and residue.

DO NOT use any of the following: Commercial Cleaning Products, Abrasive Cleaners, Scouring Pads or Abrasive Papers, Acids and Alkalis, Solvents, Thinners, Turpentine (Turps), Ammonia, Bleach, Acetone,

Easy-Off BAM!, M.E.K. or any other cleaning agents containing organic solvents or the above-mentioned products.

16.c Water Damage

Radiant Kitchens' warranty does not cover any form of water damage. We advise our clients to promptly clean any split water or moisture from cabinets, fix any known leaks immediately. Water damage worsens over time and will develop in swelling of the material and splitting of the finish.

Radiant can assist in the repairs however, all repairs are subject to additional charges.

16.d Hardware

All hardware is under a separate warranty held by the manufacturer of said hardware. We will assist in all warranty claims and organise all the repairs or replacements, however if the manufacturer of the hardware will not agree to the claim, we will not be liable to replace the hardware or any monetary

loss. If an item of hardware is discontinued that item will no longer be covered under warranty and Radiant Kitchens will not be liable for any monetary loss.

17. Our right to Repair

If at any time the owner claims the product is defective, they must notify Radiant Kitchens in writing as soon as possible. Notice must be provided within a reasonable time of becoming aware of the defect, we cannot be held responsible for any further damage that results from a delay in notification. We reserve the right to inspect the said defects and decide on whether the said defect will be rectified at our expense or not. This decision is at our discretion.

The owner must provide adequate access to the site to inspect and perform possible repairs.

RADIANT KITCHEN'S PTY LTD - TERMS AND CONDITIONS

To approve our quotation, please sign and return this document to Radiant Kitchens Pty Ltd.

CLIENT ACCEPTANCE

By signing below, the Client confirms that they have read, understood, and agree to be bound by these Terms and Conditions, including all exclusions, limitations, and conditions contained herein.

The Client further acknowledges that acceptance of the quotation, payment of the deposit, or signing below constitutes acceptance of these Terms and Conditions.

Client Name: _____

Signature: _____

Date: ___ / ___ / ____

Mailing Address:

PO Box 5865

South Windsor, NSW 2756

Alternatively, you may email your signed acceptance to:

Sam Saliba

Email: sam@radiantkitchens.com.au

If Radiant Kitchens does not receive a signed copy of the quotation and these Terms and Conditions, all terms and conditions will be deemed accepted upon payment of the deposit, provided the quotation and Terms and Conditions were issued to the Client prior to payment.

Payment of the balance owing is due prior to installation. Legal title of the goods remains with Radiant Kitchens Pty Ltd until payment in full has been received.