

Project Information

Customer Name _____		Customer Email _____	
Project Name _____			
Start Date (earliest date order will be placed) _____		End Date (Agreement Good Through) _____	
Project Address _____	City _____	State _____	Zip _____
Unit Count _____			
Cabinet Count _____			
New Construction or Renovation? _____			
Bid Date (Date Submitted to Contractor) _____			
Bid Amount (cost of all materials provided by Smart Cabinetry) _____			
Contractor _____			

Cabinet Details

Construction			
<input type="checkbox"/> Standard (Edgebanded Shelf)	<input type="checkbox"/> All Plywood	<input type="checkbox"/> Max	<input type="checkbox"/> Ultimate
Door Style, Finish (If uncertain, is paint being considered?) _____			
Glaze	<input type="checkbox"/> Pewter	<input type="checkbox"/> Chocolate	<input type="checkbox"/> Black
Drawer Slide	<input type="checkbox"/> Standard	<input type="checkbox"/> Full Extension	<input type="checkbox"/> Under Mount Soft Close Drawer Slides
Hinges	<input type="checkbox"/> Standard	<input type="checkbox"/> Soft Close	
Drawer Front	<input type="checkbox"/> Standard	<input type="checkbox"/> 5-Piece upgrade (Shaker Only)	
Drawer Bottom	<input type="checkbox"/> Standard	<input type="checkbox"/> Plywood	

Additional Notes / Comments:

SMART CABINETRY MAY IMPLEMENT PRICE CHANGES AT ANY TIME DURING THE TERM OF THIS AGREEMENT UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE THEREOF TO THE DISTRIBUTOR. PLEASE INITIAL BACK PAGE TO INDICATE THAT YOU'VE REVIEWED ALL TERMS AND CONDITIONS.

Customer Printed Name _____	Customer Signature _____	Date _____
Smart Cabinetry Printed Name _____	Smart Cabinetry Signature _____	Date _____



Project Terms

YOUR SIGNATURE REPRESENTS AN AUTHORIZED SIGNATORY FOR YOUR COMPANY (HEREINAFTER REFERRED TO AS 'THE DISTRIBUTOR') WHICH HEREBY CONFIRMS WITH FULL CORPORATE AND LEGAL RESPONSIBILITY, UNDER PENAL TY OF PERJURY OF LAW THAT THE DISTRIBUTOR IS READY, WILLING AND ABLE TO PURCHASE THE AFOREMENTIONED PRODUCTS FROM SMART CABINETS ON SAID DATES, UNDER THE TERMS AND CONDITIONS DESCRIBED UNENCUMBERED AND IN GOOD FAITH. **ACCEPTANCE:** THIS AGREEMENT DOCUMENT MUST BE SIGNED, WITHOUT ANY ALTERATIONS, BY BOTH PARTIES WITHIN THIRTY (30) DAYS OF PRINT DATE. IN ADDITION,

DOOR SAMPLES MUST BE PURCHASED WITHIN NINETY (90) DAYS PRIOR TO PROJECT START DATE.

DURATION AND PRICING: THE SIGNED AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL PROJECT COMPLETION OR UNTIL AGREED PROJECT END DATE; WHICHEVER IS FIRST. SMART CABINETS MAY IMPLEMENT PRICE CHANGES AT ANY TIME DURING THE TERM OF THIS AGREEMENT UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE THEREOF TO THE DISTRIBUTOR.

PAYMENTS, TAXES, AND FEES: DISTRIBUTOR SHALL PAY FOR ALL INVOICED PRODUCTS, TAXES, EXCISE OR OTHER GOVERNMENTAL CHARGES THAT MAY BE REQUIRED TO PAY ON THE SALE OR DELIVERY OF ANY PRODUCTS SOLD AND DELIVERED HEREUNDER, EXCEPT WHERE THE LAW OTHERWISE PROVIDES.

FORCE MAJEURE: SMART CABINETS SHALL BE EXCUSED FROM DELAY OR NON-PERFORMANCE IN THE DELIVERY OF AN ORDER AND THE DISTRIBUTOR SHALL HAVE NO CLAIM FOR DAMAGE IF AND TO THE EXTENT SUCH DELAY OR FAILURE IS CAUSED BY OCCURRENCES BEYOND THE CONTROL OF SMART CABINETS INCLUDING, BUT NOT LIMITED TO, MARKET CONDITIONS; ACTS OF GOD; WAR, ACTS OF TERRORISM, RIOTS AND CIVIL DISTURBANCES; EXPROPRIATION OR CONFISCATION OF FACILITIES OR COMPLIANCE WITH ANY ORDER OR REQUEST OF GOVERNMENTAL AUTHORITY; STRIKES, LABOR OR EMPLOYMENT DIFFICULTIES WHETHER DIRECT OR INDIRECT; OR ANY CAUSE WHATSOEVER WHICH IS NOT WITHIN THE REASONABLE CONTROL OF SMART CABINETS. SMART CABINETS SHALL IMMEDIATELY NOTIFY THE DISTRIBUTOR OF THE EXISTENCE OF ANY SUCH FORCE MAJEURE CONDITION AND THE ANTICIPATED EXTENT OF THE DELAY OR NON-DELIVERY. SMART CABINETS, IN SUCH EVENT, HAS THE RIGHT TO ALLOCATE AVAILABLE RESOURCES AND PRODUCTS AMONG ITS CUSTOMERS IN ITS SOLE DISCRETION.

INDEMNIFICATION: UNDER NO CIRCUMSTANCES SHALL SMART CABINETS BE LIABLE FOR ANY ACT, OMISSION, CONTRACT, DEBT OR OTHER OBLIGATION OF ANY KIND OF THE DISTRIBUTOR OR ANY SALESMAN, EMPLOYEE, AGENT OR OTHER PERSON ACTING FOR OR ON BEHALF OF THE DISTRIBUTOR THE DISTRIBUTOR SHALL INDEMNIFY AND HOLD SMART CABINETS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS, FEES AND COSTS) ARISING DIRECTLY OR INDIRECTLY FROM, AS A RESULT OF, OR IN CONNECTION WITH, THE DISTRIBUTOR'S OPERATION OF THE DISTRIBUTOR'S BUSINESS. THE TERMS OF THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Customer Initials _____

Date _____

