

1. General Terms

AGREEMENT BETWEEN USER AND TC Cabinetry and Design - PLEASE READ

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, INCLUDING THOSE RELATED TO THE PURCHASE OF CABINETS, COUNTERTOPS AND RELATED MATERIALS, YOUR USE OF THE SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

TC Cabinetry and Design provides you the customer with access to our content, other services through our websites. TC Cabinetry and Design provides our Service to the user, subject to the following Terms of Service.

This Site and our Services are only available to those individuals who are 18 years of age or older and who live in the United States. If you are younger than 18 years old and/or live outside of the United States, please leave this Site or, if you reside outside of the United States, understand that we will only ship within the United States and it is your responsibility to arrange for shipping out of the country. Moreover, you are agreeing to these Terms.

Taxes

- We will automatically charge and withhold the applicable sales tax for orders. Tax exempt customers providing appropriate verification thereof are solely responsible for all sales taxes or other taxes.

Tax Exemption or Resale Certificates need to be sent to dropshipbytccabinetry@gmail.com.

Timing and Delays of Orders do not provide additional rights for purchaser to cancel/modify/return an order

- All cabinetry, countertops and related products are sourced from various third-party companies and locations. Unless otherwise indicated, we cannot guarantee the timing of shipments and arrivals of ordered products and are not responsible for any impact caused by

delays or issues with one set of items that may affect timing and completion of another set. For example, if you order cabinets and a countertop, the countertop cannot be installed until the cabinets are assembled. However, if a cabinet arrives damaged and needs to be replaced, that does not affect the countertop order other than allowing the delay of installation. This applies regardless of whether the affected sets of items are on the same order or different ones.

2. Terms Related to Cabinet Orders

PURCHASES

All sales are final. Checkout requirements state that you must review your order for accuracy and verify that you understand that if you have selected cabinets sold as RTA (Ready To Assemble) they will be shipped unassembled. Cabinet style names are marketing names used by TC Cabinetry and Design, the boxes used for shipping may have other style names assigned by the manufacturer.

- We strongly urge ordering sample materials: Color variations occur between different monitors and between different settings as well as a result of lighting conditions. Images on our website cannot be relied on as an accurate color representation for purchasing decisions. TC Cabinetry and Design strongly urges ordering door samples before placing an order for cabinets to verify appearance in local lighting conditions where cabinets will be installed. Sample cabinet materials may be purchased to first test the color and material. If you purchase actual full cabinetry from us, the amount paid for up to 3 samples can be applied toward the cost of each order.
- Cabinet Specifications: WE RECOMMEND HIRING A PROFESSIONAL TO WORK WITH YOU IN CONFIRMING THE DIMENSIONS OF THE CABINETRY YOU ARE ORDERING. While we will work with you with

quotes and designs, it is the customers' responsibility to double check and measure the dimensions one more time before placing the order, so the final responsibility for what is being ordered rests with you.

Designs provided by TC Cabinetry and Design are solely intended to support the discussion between our designers and you and to visualize the ideas related to the project. We do not guarantee that any quote or order corresponds to any design provided prior to the order. We will ship what you order.

- Code/Permits: You are responsible for ensuring that the countertop design and placement is up to your local/state code requirements and that you obtain any necessary permits for the project. TC Cabinetry and Design disclaims all responsibility and shall not be liable for code and permitting compliance. Any designs that TC Cabinetry and Design may assist in preparing is solely for the purpose of sharing creative inspiration and guidance on sizing and relative position of the countertop to other fixtures.

Cancellation of Orders

- Cancellation of orders that can be cancelled before picking of the order, including non-payment of promised orders, e.g. Wire Transfer sales, will be subject to a 10% cancellation fee.
- Cancellation of orders that can be cancelled after the order has been picked and/or shipped will be subject to 25% restocking fee plus any cost of freight to return item(s) to the warehouse.

Delivery Claims:

Any reported deficiency in products apparent upon delivery (including after opening of the packaging) shall be considered a delivery claim.

- We will gladly replace products or parts that are damaged in shipping or defective due to defects in manufacturing and/or workmanship for five (5) days from the date of receipt. Fulfillment mistakes that we make

resulting in the shipment of incorrect or missing products to you will be accepted 5 days from the time of receipt. TC Cabinetry and Design and its partners photograph every shipment before shipping. Warehouse photos will be considered conclusive proof of the contents of a shipment and replacement of any items reported as missing which were verifiably shipped is solely at the discretion of TC Cabinetry and Design. Missing items verifiably shipped by TC Cabinetry and Design shall be subject to search by shipping company. Any approval for replacement of missing items by TC Cabinetry and Design which have been verifiably shipped can only be provided once the shipping company's search is complete. The timeline for such search is outside the control of TC Cabinetry and Design.

- **Do NOT refuse any shipments.** Damaged products due to shipping will be replaced by TC Cabinetry and Design and are not the responsibility of the shipping company. **Any products with visible damage at time of receipt needs to be noted on the BOL (Bill of Lading) to be eligible for replacement with the BOL signed by the driver who will also issue an exception number.** Please take pictures as soon as possible, preferably before the pallet is unloaded to show the entire pallet inside the truck, including any damage.
- In the event of a damaged product, pictures are REQUIRED before a replacement is issued. Pictures can be sent to [**dropshipbytccabinetry@gmail.com**](mailto:dropshipbytccabinetry@gmail.com).
- **Submit your Claims dropshipbytccabinetry@gmail.com.** A Claims Submission Form is available and required to be submitted in order to receive replacement parts upon receipt of the order and prior to assembly.
- **One damage claim per shipment.** Please inspect all shipped items before filing a claim. One damage claim per shipment will be accepted.

Multiple claims for the same shipment will not be accepted without prior approval from TC Cabinetry and Design. Under approved damage claims, TC Cabinetry and Design replaces damaged parts, not full items. Approved damage claims for scratches, nicks and dings to side panels of cabinets – including exposed sides – may at the discretion of TC Cabinetry and Designs be addressed by providing appropriate skins or panels to cover the sides.

- Claims cannot be honored for cabinets that have already been assembled by you.
- Claims may be filed on replacement items.
- ***We do not provide financial compensation, including partial or full refunds, to remedy any claim, delay or concern.*** This limitation also applies in the event that you assemble or repair a damaged product instead of filing a damage claim for replacement parts. Claims are addressed as outlined above.
- Damage Claims on shipping damage visible from the outside (any damaged boxes) must be reported within 24 hours from time of receipt.
- Damage Claims on concealed damage and defects must be reported within 7 days from time of receipt.
- Concealed damage is any damage not noticeable from the exterior of the shipping container or box, i.e., scratched door, ding, gouge, warped door, etc.
- Note: Non-visible parts of cabinets and trim (e.g. backs of cabinets, molding, toe kicks, insides of doors etc.) may not be finished to perfection. Details of the main finish status of the cabinets and other specifications of the products can be found on each style page. Such unfinished, non-visible items are not considered damaged just because they have different finishes.

- Any missing item, including full cabinets or parts such as hinges, screws, brackets, etc. must be reported within 24 hours from time of receipt.
- We STRONGLY recommend verifying that all ordered materials are included at the time of delivery as you will be signing a confirmation form from the shipping company that will confirm your receipt of the goods.
- Damaged, defective material or missing items cannot be replaced without prior approval from TC Cabinetry and Design. All customer communication shall be confirmed in writing – if you do not receive confirmation from TC Cabinetry and Design of your claim or any communication related to it, please assume we have not received your message.

Replacement parts and cabinets may take as long as if a new order is placed. TC Cabinetry and Design cannot commit to a particular date by which parts may be replaced if they are defective. Our aim is to replace any defective items as quickly as possible, but we work with warehouses who may not have necessary replacements in stock, and we will have to wait for them to be available. To ensure as quick a process as possible, it is necessary to complete the claim form.

RETURNS

- No returns on orders/items more than 30 days from the time of receipt.
- All returns must be authorized by TC Cabinetry and Design prior to return shipment.
- For authorization, please send an email request to dropshipbytccabinetry@gmail.com

All items must be returned in original packaging in a resalable condition. Therefore:

- NO RETURNS ON ASSEMBLED CABINETS.
- NO RETURNS ON MODIFIED CABINETS.
- NO RETURNS on hoods, trims, moldings, fillers or panels.
- NO RETURNS on accessories such as trash pull outs, spice pull outs, glide upgrades, etc.

You are responsible for the cost of all return shipments.

Credit will be issued after returned items have arrived at the warehouse and inspected.

Any returned product DEEMED UNSELLABLE WILL NOT RECEIVE CREDIT.

NOTE: The Cancellation and Return Policies outlined above are the same, regardless of the reason. The claims process of TC Cabinetry and Design is focused on the provision of replacement parts, if applicable. Any returns will require applicable shipping/restocking/cancellation fees addressed herein and have time limitations. Please reach out to us if you have questions regarding returns versus replacement of damaged products.

Customer Responsibility

- **Customer is responsible for inspecting all items purchased at the time of delivery to ensure no noticeable damage and that all items ordered were received.** TC Cabinetry and Design will not be held liable if you sign for your order without noting that pieces are missing and/or damaged. You will be responsible for re-ordering any missing pieces so please make sure to do a thorough check when your order arrives. Customer is also responsible for completing a claims form to dropshipbytccabinetry@gmail.com if there is any damage to the items purchased. Delays or failure to properly inspect and report damage may waive your ability to return or exchange the items.

- **Customer is responsible for assembly of the cabinets.** With the exception of pre-assembled goods that you contract for as described in the Purchases section above and that only cover assembly and not installation, TC Cabinetry and Design is not responsible for any costs incurred to have cabinets assembled or installed. Assembly and Installation is the sole responsibility of the customer.
- **Customer is responsible for coordinating work with outside vendors and understands there may be delays.** TC Cabinetry and Design is not responsible for project delays or any additional costs associated with these due to back orders, damage claims, schedule delays, etc.
- TC Cabinetry and Design recommends scheduling countertop measuring and templating AFTER cabinets have been installed to avoid possible conflicts in the event of one of the aforementioned events.
- Customer understands and accepts that TC Cabinetry and Design is not responsible for any back charges or additional charges incurred by independent contractors for any work done, nor is TC Cabinetry and Design responsible for any additional charges by independent contractors to retail customers.
- **Customer is responsible for ensuring accessibility for shipping company and availability to accept the shipment.** If your shipping address is on a dead-end street, narrow entryway, is far away from a road in the countryside or there are other reasons that limit access to deliver goods, the shipping companies may, at their discretion, refuse to deliver your order. In such instances, you are required to cover costs for arranging “final mile” delivery or arrange for pickups at the terminals of the shipping companies. If a shipping company will not complete the delivery as described above, you may not reject the order and will be responsible for return fees and restocking if you cancel or return the order.

Shipping Policy

Orders are processed in the order in which they are received. Depending on the availability of the product and shipping schedules, the product may not ship for several days after an order has been placed.

- **All shipping times are estimates. We cannot guarantee when an order will arrive as we rely on third-party shipping companies. Consider any shipping or transit time offered to you by TC Cabinetry and Design [or other parties as an estimate only](#).** Orders may arrive earlier or later than the estimated delivery date.
- If you have specific requirements for your delivery time of the products ordered, reach out to TC Cabinetry and Design before placing the order so we may attempt to meet those requirements. We encourage you to order in a timely fashion to avoid delays caused by shipping or product availability.
- We contract the delivery companies to call the telephone number you provide with your order before delivery and provide an estimated time for delivery. This is usually a limited window of a few hours but may be a whole day. You are required to be available that day. The delivery driver should also call the day of the delivery before arrival so that you can be available to inspect and accept the shipment. TC Cabinetry and Design exclusively uses third-party shipping companies and is not responsible for additional direct or indirect costs or inconvenience due to the failure on the delivery company's behalf to schedule delivery appointments, missed appointments or delays in delivery by the shipping company, including repeated attempts by customer to receive delivery. If you have particular requests for delivery during a certain time window or date once your order has shipped, please contact the delivery company directly. Contact information can be found through the tracking information provided by TC Cabinetry and Design once your order ships. You are required to co-operate in the scheduling and receipt of

your order. If the delivery company and/or TC Cabinetry and Design cannot reach you through two or more attempts to schedule a delivery, this will be treated as a refusal to accept delivery and a return of the order to the warehouse. In the event the order can be cancelled, applicable refunds will be processed once the shipment has been returned to the warehouse and inspected. Please see above for details. For orders which cannot be cancelled under these terms, full payment is due even if the shipment is returned to the warehouse due to inability to schedule delivery.

- **Out-of-Stock Products.** There may be times when the product you have ordered is out-of-stock, which will delay order fulfillment. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for shipment within the estimated shipping time shown on your order.
- If an ordered product is on back order and it was not shown on the website at the time of order, you will be given the option to replace your items with different ones that are in stock (price difference payable, as applicable) or to ship what is available first and the rest when it becomes available. See disclosure regarding cost of shipping below.
- **Shipments over 50lbs arrive via pallet and semi-trailer.** The driver is only responsible for lowering the pallet to the ground at the curb for Residential delivery service. It is your responsibility to move or unload the pallet from that point. ***Shipping companies may refuse deliveries or charge additional fees based on local conditions, including but not limited to accessibility, safety and ability to securely offload the goods. The decisions on these conditions are made at the exclusive discretion of the shipping companies and customer assumes liability for all such additional fees charged by the shipping company.*** Shipping companies WILL NOT unload the pallet for the

customer. TC Cabinetry and Design suggests removing shrink wrap from the pallet and then removing individual boxes.

- **Special Shipments.** Due to damage risks, any order over 50lbs or large material such as refrigerator panels or finished plywood must be shipped via Freight Service.
- **No changes can be made to shipment type or address after order has been placed.** Attempting to change the delivery address with the freight dispatch, missing the scheduled delivery appointment or if delivery address is specified as Business but located in a Residential area, will result in your shipment being returned to the warehouse, and applicable fees charged prior to any refund (please see details on cancellations above). To ensure that your order will not be returned due to undeliverable circumstances, please verify that the delivery address is, in fact, a business or residential address and that it is the address where you want the cabinets delivered.
- **Free Shipping for each shipment of goods with a subtotal price greater than \$3000.00** We do not charge shipping on orders greater than \$3000.00 (pre-taxes and fees) to the contiguous 48 states. In rare instances, areas with very limited access (e.g. islands only accessible by ferry) impose surcharges on commercial vehicles. You will be responsible for these surcharges/additional charges even if your order otherwise qualifies for free shipping. Please reach out to us prior to your order if you live in such an area so we can assist you with a custom shipping quote. TC Cabinetry and Design does not ship cabinet orders to Alaska, Hawaii or international destinations. If you need your cabinets delivered to those areas, please contact us for referrals to US freight forwarders who may assist you with final mile shipping. If a portion is on back order and you wish to wait for the second portion to be shipped, shipping will be free only if each separate shipment is for products priced at \$3,000 or greater. If any part of the order is less than \$3,000 (pre-taxes and fees), we will show the cost of shipping at check-out.

PLEASE VERIFY THE DELIVERY ADDRESS AND TYPE BEFORE COMPLETING YOUR ORDER TO PREVENT YOUR ORDER FROM BEING RETURNED TO THE WAREHOUSE.

One attempt will be made to deliver your order. If a delivery appointment is missed, your order will be returned to the warehouse and all applicable return fees will apply.

Note: A business located in a residential neighborhood is considered Residential.

SHIPPING DISCLAIMER—PLEASE READ: TC Cabinetry and Design is not responsible for missed appointments, delivery delays, etc. and is not liable for additional costs associated with these delays. TC Cabinetry and Design works very closely with the shipping companies to try to ensure that every delivery goes as planned. However, it is impossible to guarantee a delivery date due to the possibility of unforeseen occurrences. If you have a concern about your delayed delivery, missed appointment, or anything else pertaining to the actual transportation of goods purchased through TC Cabinetry and Design, please contact the shipping company directly. TC Cabinetry and Design uses third-party shipping companies to deliver all goods purchased. TC Cabinetry and Design is not in any way affiliated with such shipping companies. Customer understands and agrees that any claims for any type of damage or injury caused by the shipping companies while delivering goods purchased from TC Cabinetry and Design should be directed solely to the shipping company or third-party contractor and not to TC Cabinetry and Design. This disclaimer waives any responsibility for additional costs on customer's side (labor for assembly and installation, third party contractors, on site modifications, project delays and associated costs due to claims, back orders and other delays, time off from work/income lost for receiving shipments and installing cabinets etc.).

2-Year Warranty on Residential Cabinetry

At TC Cabinetry and Design, we are proud of the longevity of our products

which should remain in good working order for at least 2 years. That is why we provide a 2 Year Limited Warranty.

TC Cabinetry and Design warrants to the original purchaser that our cabinetry, door hinges, and drawer glides will be free from defects in material and workmanship under normal use and service for a period of Two (2) years from purchase date (Proof of Purchase is required). This warranty is not transferable and only applicable to products used for residential purposes. Representatives of TC Cabinetry and Design do not have the authority to change or enlarge this warranty.

This warranty does not cover normal wear and tear, damage or defects caused by accidents, misuse, abuse, or lack of necessary maintenance; nor does it cover alteration, modification, improper installation, improper handling / storage, environmental conditions, nor any labor expenses. This warranty does not cover the replacement of entire cabinetry. Rather, it covers defective parts. TC Cabinetry and Design, at our option, may elect to repair or replace with a functionally equivalent part any TC Cabinetry and Design product part covered by this warranty. Some replacement parts are subject to availability and may differ from original parts received. Return of defective part may be required for a replacement to be issued. Repair parts or replacement parts are at the expense of TC Cabinetry and Design, but customer shall bear all other expenses. These expenses may include, but are not limited to, cost of removal and re-installation of product, labor expenses, etc.

Just as no two trees are alike, no two pieces of wood are alike. The variation in color and grain pattern in wood adds to its natural beauty and is not considered an imperfection. Environmental factors, including but not limited to artificial / natural light, moisture, cleaners, smoke, etc., may cause the darkening or mellowing of a cabinet over time. This is a natural process and can be expected. This warranty does not cover the natural aging or darkening / mellowing of wood color, the inherent growth characteristics of, or variation in wood.

Some of the cabinet lines feature a glazed finish which accentuates the door

and drawer front profiles. This glaze is hand applied over a stain or paint and may, due to the nature of application, consist of random drips, runs, etc. As glazing is a hand applied process there will be variations in color and appearance from door to door and cabinet to cabinet. This is not considered a defect and is considered normal with hand applied finishes. It is the nature of wood to expand and contract to varying degrees depending on climate conditions. As a result, cabinet lines with painted surfaces may show fractures in the paint at joints. This is normal and is not considered a defect.

This warranty is valid only in the United States of America and is not transferable. All implied warranties are limited in duration to the longer of the period provided by law or the period of this warranty. To the extent permitted by law, this warranty excludes special, incidental, or consequential damages. Some states do not allow the exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights; you may have other rights which vary from state to state.

To exercise this warranty, please contact TC Cabinetry and Design.

GENERAL LIABILITY WAIVER/LIMITATION OF LIABILITY

DISCLAIMER OF WARRANTIES. WE PROVIDE THE WEBSITE, THE PRODUCTS, AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT REPRESENT OR WARRANT THAT THE PRODUCTS, THE WEBSITE, THE SERVICES, ITS USE, ANY INFORMATION ON IT: (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. WE MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN OUR TERMS, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF

FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

EXCLUSION OF DAMAGES. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE WEBSITE OR PRODUCTS/SERVICES, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. WE ARE NOT LIABLE FOR DELAYS OR ADDITIONAL COSTS RELATED TO ARRIVAL TIME OF THE ORDERED PRODUCTS AND ARE ALSO NOT LIABLE FOR ANY INJURY OR DAMAGE RELATED TO THE RECEIPT AND INSTALLATION OF THE PRODUCTS.

FINANCIAL LIMITATION OF LIABILITY. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THESE TERMS (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO THE WEBSITE, OR THE PRODUCTS/SERVICES) EXCEED THE GREATER OF \$100 OR THE AMOUNT THAT YOU PAID FOR THE PRODUCTS/SERVICES.

Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Credit Cards

We accept the following credit cards: Visa, MasterCard, American Express and Discover. There is no surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be billed prior to shipment of your order.

Money Orders, Cashier's Checks, Company Checks, & Personal Checks

We accept money orders, cashier's checks, personal checks, and company checks in U.S. Dollars only. Orders are processed upon receipt of a money order or cashier's check. For personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before the order is

processed. We cannot guarantee the availability of a product by the time funds clear or payment is received. We will charge a \$25 fee on all returned checks.

Other Conditions

These Conditions supersede any terms and/or conditions spoken or implied unless specifically signed by Management. We reserve the right to make changes to this site and these Conditions at any time.

Electronic and Voice Communication Consent

By submitting orders online and sharing your contact information, you consent to do business electronically with TC Cabinetry and Design and receive documents in electronic form unless and until you opt-out by e-mailing dropshipbytccabinetry@gmail.com. Opting out may slow down communications and the ability to complete the program most efficiently. You may request electronic documents be provided in paper-form at a reasonable cost. You understand that electronic transactions, not limited to emails, are inherently unsecure and that both you and TC Cabinetry and Design will take all reasonable steps to maintain the Privacy of the information shared between the parties. You consent to receive updates and documents relating to these Terms and Your purchase and additional services and programs offered by TC Cabinetry and Design via e-mail, prerecorded voice messages, text/SMS messages, and/or through the use of an automated dialing system to the cellular or other telephone numbers provided by you. Client may contact us at any time to opt-out of receiving updates, new programs or offers through prerecorded or autodialed messages. Consent to this section is not a requirement for future purchases of new services or offers.

6. Arbitration and Class Action Waiver

GOVERNING LAW AND DISPUTE RESOLUTION--ARBITRATION AND CLASS ACTION WAIVER

HOW WE AGREE TO RESOLVE DISPUTES—MANDATORY ARBITRATION OF ALL CLAIMS AND DISPUTES: THIS SECTION PROVIDES IMPORTANT INFORMATION ABOUT BINDING ARBITRATION. UNLESS YOU OPT-OUT OF THIS ARBITRATION AGREEMENT BY E-MAIL WITHIN 30 DAYS OF FIRST PLACING AN ORDER, YOU AND TC CABINETRY AND DESIGN SHALL BE BOUND BY THIS BINDING AGREEMENT TO ARBITRATE ANY CLAIMS, AND GIVE UP ALL RIGHTS TO SEEK RELIEF IN THE COURTS EXCEPT AS PROVIDED HEREIN TO ENFORCE ANY ARBITRATION AWARD. This Agreement also precludes card disputes and efforts to charge back sums paid to TC Cabinetry and Design. This Agreement shall be governed by the laws of the State of Florida, and any Conflict of Law provisions thereunder. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement, the parties agree to resolve all issues solely through the use of binding Arbitration, governed by the rules of the American Arbitration Association (“AAA”) pursuant to the Federal Arbitration Act. Any such Arbitration shall take place within Collier County, Florida or at such other location as the parties may agree, and shall be conducted by a mutually agreed upon Arbitrator. The arbitrator shall be neutral, independent, and shall comply with the AAA code of ethics. The arbitrator or arbitration panel shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability of formation of this Agreement and of this arbitration requirement. The award rendered by the Arbitrator shall be final, binding on all parties, but subject to review in accordance with applicable statutes, rules and regulations governing arbitration awards. Judgment on the award made by the Arbitrator may be entered into any court having jurisdiction over the parties. If either party fails to comply with the Arbitrator’s award, the injured party may petition the Circuit Court for enforcement. **The parties further agree that either party may bring claims against the other only in his/her, or its individual capacity and not as a Plaintiff or class member in any purported class action or representative proceeding. Further, the parties agree that the Arbitrator may not consolidate proceedings of more than one person’s claims, and may not otherwise preside over any form of representative or**

class proceeding. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. In the event that a party fails to proceed with Arbitration, unsuccessfully challenges the Arbitrator's award, or fails to comply with the Arbitrator's award, the other party shall be entitled to costs of suit, including reasonable attorneys' fees for having to compel Arbitration or defend or enforce the award. This section and the arbitration requirement shall survive termination of Services or the Agreement.

PLEASE PRINT AND RETAIN A COPY OF THESE TERMS FOR YOUR RECORDS.