



YUDEZIGN

13246 Murphy Road Suite 400, Stafford, Texas 77477
Office: 281-208-0000 Fax: 281-208-0008

TERMS & CONDITIONS

MEASUREMENTS:

The customer is responsible for the accuracy of all measurements supplied to YUDEZIGN. YUDEZIGN accepts no responsibility or liability for measurement errors. The customer is responsible for the final design approval.

PRICES:

All prices presented to the customer are subject to change until an order is placed with the manufacturer or vendor.

DEPOSITS:

Because all projects are 100% make to order and customized, we require customer to pay in full of the original signed sales contract.

DELIVERY LEAD TIMES:

All delivery times are estimates; YUDEZIGN cannot guarantee specific deadlines and recommends that the customer not schedule installation until the customer receives product.

COMMON CARRIER DELIVERY:

YUDEZIGN contracts delivery services through common carriers. YUDEZIGN does not direct or control the operations of the Common Carriers. Each Carrier sets and executes its own policies and practices. Unless otherwise specified in writing on the Proposal, all deliveries of goods will be made to the customer's garage. In the event there is no garage, delivery shall be made to the most accessible area of the project site as determined at the sole discretion of YUDEZIGN.

INSPECTION:

Cabinets are delivered unassembled or assembled. Claims for shortages or damages must be made upon receipt. The customer is responsible for final inspection. Concealed damage claims (damage found after unpacking) must be made within 7 days of receipt of product. Do not install damaged or defective product. Assembly or modification of the products may void claims for damage. **To file a claim please send an email to orders@yudezign.com.**

INSTALLATION SERVICES:

CUSTOMER ACKNOWLEDGES THAT YUDEZIGN DOES NOT MANAGE OR PERFORM INSTALLATION SERVICES. YUDEZIGN makes no, and hereby disclaims, all warranties and assumes no liability for work performed by an independent contractor performing installation services. Customer hereby acknowledges and agrees to hold YUDEZIGN harmless for all damages, losses, injuries, or any other defects or loss of use resulting from installation of goods.

RETURNS:

- All returns must be authorized by YuDeZign prior to return shipment.
- For authorization, please send an email request to orders@yudezign.com.
- Returns must be received by YuDeZign within 14 days of purchase.
- All items must be returned in original, unopened packaging, therefore NO RETURNS ON CUSTOMIZED CABINET AND ASSEMBLED CABINETS.
- No returns on trims, moldings, fillers, panels, or sales tools.
- Qualifying returns will incur a 25% RESTOCKING FEE.
- The customer is responsible for setting up all return shipments.
- Any returned product DEEMED UNSELLABLE WILL NOT RECEIVE CREDIT.

CANCELLATIONS:

Each order for custom is totally customized so it may not be cancelled or returned (unless the manufacturer approves the return) for any reason after YUDEZIGN has placed the order with the manufacturer. Special packing or handling requests by customer shall be at customer's expense.

PAYMENTS & REFUNDS:

YUDEZIGN accepts cash, checks, debit cards and credit cards. A \$50 fee will be assessed for returned checks. Refunds for purchases made by cash or check will be refunded by check within 2-4 weeks and purchases by credit or debit card will be credited back to the credit or debit card used for the purchase. Down payments or deposits are due and payable at the time of order.

PERSONAL INFORMATION:

Providing personal information is voluntary and not a condition of sale but no warranty, return or exchange is allowed unless the customer furnishes his/her name, address, and telephone number. Please review our Privacy Policy for more information on how we protect your information.

INFORMATION ON THIS WEBSITE:

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ORDER PROCESSING & PAYMENT:

- All orders from YuDezign approved dealers will be accepted by Email or Online only.
- Full Payment is required before an order will be processed. (This includes backorders and approved written add-ons).
- Payment can be made by Credit Card, Debit Card, Checks or Cash.
- Once the order is in process, no changes can be made. Additional items can be processed as a new order.
- Cancellations after the order is packed will be subject to a 10% processing fee.
- Cancellations made after an order is shipped are subject to a 20% processing fee.
- RUSH ORDERS will be processed for a 10% additional fee.
- Rush is unavailable for assembly orders and discontinued lines.

DELIVERY:

- The driver is only responsible for placing the pallet on the ground for residential deliveries with lift gate services selected at the time of check out.
- The recipient must be present to inspect, inventory, and sign off on delivery.
- Careful inspection of packaging condition is vital to freight claims. Even if you are not sure if the contents inside contain damage due to the exterior's condition, you MUST indicate on the packing slip to be able to claim concealed damages in the future.
- Do not reject damaged items. SEE IMPORTANT NOTES ON MISSING AND DAMAGED ITEMS BELOW.

MISSING OR DAMAGED ITEMS: (INCLUDING CONCEALED DAMAGE):

- Claims for obvious damage or shortage can only be accepted when indicated on the packing slip.
- Damaged claims must be filed within 7 days. No claims will be allowed without the proper paperwork.
- To file a claim for damage or shortage, please visit our website or claim form by email
- Please include the following:
 - Order number
 - Buyer's name
 - Shipping address
 - A brief description of damage or shortage including item numbers or parts
 - TWO PICTURES of the damage are required.
- Upon receipt of the damage claim, we will review the request within 48 business hours. Approved claim replacements will then be shipped out within 2-3 business days.
- Expedited shipping service is NOT available for replacements and/or parts.
- All replacement is default as pick-up only. Freight charge is additional cost.
- All damages must be documented and reported upon opening the boxes. Items that have been assembled or installed cannot be claimed as damage.
- YuDezign cannot be held responsible for any labor costs accrued during the installation of any of its products sold via any of its channels of distribution. This includes, but is not limited to, items that may be flawed or have become damaged in transit.

PICK UP ORDERS:

Customers will be notified as soon as the order is ready to pick up from the warehouse.

- Appointment Only, please schedule the appointment with our customer service
- Orders not picked up within 5 business days will be subject to a storage charge of \$25 per pallet/day.
- Orders not picked up within 10 business days will be subject to storage charges and additional restocking fees of 20%.

ASSEMBLY AND MODIFICATIONS:

Assembly is available for warehouse pickup and freight shipped orders for additional labor fees and shipping fees as calculated by the pricelist or the website.

- A limited number of modifications are available ON ASSEMBLED ITEMS ONLY, including:

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- Increased depth
- Decreased depth
- Route for glass
- Finished interior
- Edge banding Color matching with carcass
- Please Contact orders@yudezign.com for pricing on all Modification requests.
- Full payment must be received prior to start of modifications.

One Year Limited Warranty Statement

Yudezign extends the following limited warranty on all cabinets manufactured and sold by YUDEZIGN within the United States. This warranty does not cover cabinets sold or shipped outside of the United States. This Limited Warranty is only applicable to Products sold to the original purchasing consumer. YUDEZIGN warrants that all cabinets purchased from YUDEZIGN will be free from all unnatural defects in material and workmanship in accordance with YUDEZIGN quality standards sheet under normal residential use for 1 years from the date of the original purchase or if the original purchasing consumer owns the home in which such cabinets are installed, whichever is less. This warranty is non-transferable to subsequent owners of the home. Door hinges and all drawers glide system, including system hardware (lift system), however are warranted for only 1 year under normal residential use from the date of the original purchase.

This limited warranty is subject to all limitations, exclusions, disclaimers, and procedures set forth herein.

- The warranty does not cover defects caused by improper handling, storage, dirt, chemicals, abrasive or citrus cleaning products, installation, assembly or disassembly, transit or other intentional or negligent damage, product modifications, exposure to the extreme moisture, humidity or excessive heat or cold (temperature outside the range of 50-85°F and humidity outside the range of 30-55% are considered extreme), nor does it cover defects arising from normal wear and tear, misuse, neglect, accidents, alterations, improper use, exposure to improper loads, or failure to maintain properly. Any modification to the hardware structure or finish of the original consumer purchaser's cabinetry by anyone other than those specifically authorized by YUDEZIGN to do so shall void this limited liability warranty. The product must be used exclusively for its intended purpose to be covered by this limited liability warranty. This limited liability warranty shall become void if the cabinets or any components or parts thereof are in any way modified, improperly installed or damaged prior to or during installation, or installed or used in other than normal residential applications.
- Natural woods may vary in color, grain pattern, and characteristics and exhibit subtle changes as they age. Wood characteristics that naturally occur, such as variations in color, grain, mineral streaks, and knots, are not considered defects. YUDEZIGN will not be held responsible for these variations in your cabinetry. For example, painted doors, drawer fronts, and face frames may eventually have visible cracking around the joint area, and cabinet colors may darken or lighten over time. These conditions are considered a normal occurrence and are not included or covered by this limited liability warranty. A glazed finish by character is an uneven finish. Some edges and profiles will have heavier hanged up than others and glazing may vary cabinet to cabinet, door to drawer and item to item. This may result in overall color variations but is not considered a defect. UV light, Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color and integrity of the Product's finish or appearance over time. These variations are the nature of the material in relation to their environmental exposure and are not considered defects in material or workmanship and are not covered under this Limited Warranty.
- Mitered door joints are likely to react to conditions of their environment. Gaps that may develop in door joints due to conditions of their environment are not included or covered by this limited liability warranty. This limited liability warranty does not cover or apply to hairline cracks of cabinetry; hairline cracks are unavoidable in wood cabinets given the nature of the material.



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- Wood is wood and expansion and contraction still happen year after year as it compensates and adjusts to ever changing atmospheric humidity and temperature conditions. Observing shrink, expansion on center panels of doors is very common. It will return to its natural position within couple months once it has adjusted to seasonal changes. For the same reason, all door warpage greater than 1/8" will be warranted. Please remove all doors and check them on a flat surface for the above stated warpage before requesting replacement.
- Warranty Performance. YUDEZIGN periodically updates and makes changes to its product line and specifications. If a warranty claim is filed during the warranty period against obsolete or changed product and repair is not possible, YUDEZIGN will, at its sole option, repair or replace the part under warranty with a new part of the same style or with a similar style currently offered and does not include or cover any other costs, including but not limited to any costs of service, labor, shipment, transportation, removal or installation related to the repair or replacement. YUDEZIGN is not responsible for a replacement product that may not match the installed product exactly. If a manufacturing defect occurs within this limited liability warranty terms and conditions and YUDEZIGN determines to replace the defective cabinet or component or part thereof, YUDEZIGN will ship the replacement cabinet or component or part thereof to the original consumer purchaser via ground shipper or freight carrier, at YUDEZIGN's sole discretion.

DISCLAIMER OF OTHER WARRANTIES: THIS WRITING IS THE COMPLETE AND EXCLUSIVE REMEDY FOR ANY ORIGINAL CONSUMER PURCHASER FOR BREACH OF WARRANTY. THE STATEMENT OF THE EXPRESS WARRANTIES PROVIDED HEREIN IS IN LIEU OF ANY AND ALL OTHER EXPRESS AND/OR STATUTORY WARRANTIES, TO THE EXTENT PROVIDED BY LAW. IN NO EVENT SHALL YUDEZIGN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO ANY ORIGINAL CONSUMER PURCHASER OR A THIRD PARTY, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM PERSONAL INJURY, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF PROPERTY, ECONOMIC LOSS, STATUTORY OR EXEMPLARY DAMAGES, WHETHER FROM NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE, AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED AND DISCLAIMED, EXCEPTING ONLY THOSE EXPRESS WARRANTIES SPECIFICALLY SET FORTH IN THIS LIMITED LIABILITY WARRANTY. IN NO EVENT SHALL YUDEZIGN BE LIABLE FOR ANY INDIRECT DAMAGES RESULTING FROM INSTALLATION, USE OR FAILURE OF ITS PRODUCTS. THIS LIMITED LIABILITY WARRANTY IS YUDEZIGN'S SOLE WARRANTY, AND NO DEALER, DISTRIBUTOR OR AGENT POSSESSES ANY AUTHORITY WHATSOEVER TO MODIFY OR ENLARGE THIS WARRANTY IN ANYWAY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

Claims

To file a warranty claim, first contact your local authorized YUDEZIGN builder, dealer or distributor who installed and sold the YUDEZIGN product. They will obtain the information necessary to make a claim decision and forward such information in writing to YUDEZIGN. A dated sales receipt as proof of purchase is also required to obtain benefits from these warranties. At its discretion, YUDEZIGN may require an inspection of the allegedly defective product before repairing or replacing. If you have difficulty obtaining assistance, please write at the address noted at bottom of page, with an explanation of the defect.

Please do not send the allegedly defective cabinet or component or part thereof to YUDEZIGN, unless and until expressly requested to do so by our claims department. Pictures of cabinets or components or parts thereof may be requested by YUDEZIGN. Making a fraudulent claim may be a crime, and violators may be prosecuted. YUDEZIGN reserves the right to make all final decisions regarding warranty claims.